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इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पृथक संकलन के रूप में रखा जा सके
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

वित्त मंत्रालय
(वित्तीय सेवाएं विभाग)

नई दिल्ली, 19 जुलाई, 2024

का.आ. 1682.—बैंककारी कंपनी (उपक्रमों का अर्जन और अंतरण) अधिनियम, 1970 की धारा 9 की उप-धारा (3) के खंड (क) के परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, इंडियन बैंक के प्रबंध निदेशक एवं मुख्य कार्यकारी अधिकारी (एमडी एवं सीईओ) श्री शान्ति लाल जैन (जन्म तिथि: 1.1.1965) के कार्यकाल को दिनांक 1.9.2024 से 31.12.2024 तक अथवा अगले आदेशों तक, जो भी पहले हो, बढ़ाती है।

[ई फा. सं. 4/1/2021-बीओ-1]

विजय शंकर तिवारी, अवर सचिव

MINISTRY OF FINANCE

(Department of Financial Services)

New Delhi, the 19th July, 2024

S.O. 1682.—In exercise of powers conferred by the proviso to clause (a) of sub-section (3) of section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, Central Government hereby extends the term of Shri Shanti Lal Jain (date of birth: 1.1.1965), Managing Director and Chief Executive Officer (MD & CEO), Indian Bank *w.e.f.* 01.09.2024 to 31.12.2024, or until further orders, whichever is earlier.

[eF. No. 4/1/2021-BO-I]

VIJAY SHANKAR TIWARI, Under Secy.

नई दिल्ली, 5 अगस्त, 2024

का.आ. 1683.—राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम, 1970 के पैरा 3 के उप-पैरा (1) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन और अंतरण) अधिनियम, 1970 की धारा 9 की उप-धारा (3) के खंड (ग) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, उक्त सारणी के कॉलम (2) में विनिर्दिष्ट व्यक्तियों के स्थान पर नीचे दी गई सारणी के कॉलम (3) में विनिर्दिष्ट व्यक्तियों को कॉलम (1) में विनिर्दिष्ट बैंकों के बोर्ड में तत्काल प्रभाव से और अगले आदेशों तक, निदेशक नामित करती है:-

क्रम सं.	(1)	(2)	(3)
1	केनरा बैंक	श्री आर. केशवन	श्री रोहित दास (जन्म तिथि: 28.9.1970)
2	यूको बैंक	श्री राजेश कुमार	डॉ. एस. पी. मोहन्ती (जन्म तिथि: 1.7.1972)

[फा.सं. 6/3/2011-बीओ-I]

संजय कुमार मिश्र, अवर सचिव

New Delhi, the 5th August, 2024

S.O. 1683.—In exercise of the powers conferred by clause (c) of sub-section (3) of section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, read with sub-paragraph (1) of paragraph 3 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970, the Central Government hereby nominates the persons specified in column (3) of the table below as Director on the Board of the Banks specified in column (1) thereof, in place of the persons specified in column (2) of the said table, with immediate effect and until further orders:-

S. No.	(1)	(2)	(3)
1	Canara Bank	Shri R. Kesavan	Shri Rohit Das (DOB: 28.09.1970)
2	UCO Bank	Shri Rajesh Kumar	Dr. S. P. Mohanty (DOB: 01.07.1972)

[F. No. 6/3/2011-BO-I]

SANJAY KUMAR MISHRA, Under Secy.

नई दिल्ली, 5 अगस्त, 2024

का.आ. 1684.—बैंककारी कंपनी (उपक्रमों का अर्जन और अंतरण) अधिनियम, 1970 की धारा 9 की उप-धारा (3) के खंड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, श्री भूषण कुमार सिन्हा के स्थान पर

श्री मनोज मुट्टतिल अय्यप्पन (संयुक्त सचिव, भारत सरकार, वित्त मंत्रालय, वित्तीय सेवाएं विभाग) को तत्काल प्रभाव से और अगले आदेशों तक, बैंक आफ इंडिया के बोर्ड में निदेशक के पद पर नामित करती है।

[ई फा. सं. 6/2/(i)/2022-बीओ-I]

संजय कुमार मिश्र, अवर सचिव

New Delhi, the 5th August, 2024

S.O. 1684.—In exercise of the powers conferred by clause (b) of sub-section (3) of section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, the Central Government hereby nominates Shri Manoj Muttathil Ayyappan (Joint Secretary, Government of India, Ministry of Finance, Department of Financial Services) as Director on the Board of Bank of India, with immediate effect and until further orders, *vice* Shri Bhushan Kumar Sinha.

[eF. No. 6/2/(i)/2022-BO-I]

SANJAY KUMAR MISHRA, Under Secy.

नई दिल्ली, 5 अगस्त, 2024

का.आ. 1685.—बैंककारी कंपनी (उपक्रमों का अर्जन और अंतरण) अधिनियम, 1970 की धारा 9 की उप-धारा (3) के खंड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, श्री कार्तिकेय मिश्र के स्थान पर सुश्री नीलम अग्रवाल (निदेशक, भारत सरकार, वित्त मंत्रालय, वित्तीय सेवाएं विभाग) को तत्काल प्रभाव से और अगले आदेशों तक, इण्डियन ओवरसीज बैंक के बोर्ड में निदेशक के पद पर नामित करती है।

[ई फा. सं. 6/2/(ii)/2022-बीओ-I]

संजय कुमार मिश्र, अवर सचिव

New Delhi, the 5th August, 2024

S.O. 1685.—In exercise of the powers conferred by clause (b) of sub-section (3) of section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, the Central Government hereby nominates Ms Neelam Agrawal (Director, Government of India, Ministry of Finance, Department of Financial Services) as Director on the Board of Indian Overseas Bank, with immediate effect and until further orders, *vice* Shri Kartikeya Misra.

[eF. No. 6/2/(ii)/2022-BO-I]

SANJAY KUMAR MISHRA, Under Secy.

नई दिल्ली, 7 अगस्त, 2024

का.आ. 1686.—भारतीय स्टेट बैंक अधिनियम, 1955 (1955 का 23) की धारा 20 की उप-धारा (1) के साथ पठित धारा 19 के खण्ड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, भारतीय स्टेट बैंक के उप प्रबंध निदेशक श्री राणा आशुतोष कुमार सिंह (जन्म तिथि: 12.6.1967) को कार्यभार ग्रहण करने की तारीख से और उनकी अधिवर्षिता की आयु प्राप्त करने की तारीख (अर्थात् 30.6.2027) तक अथवा अगले आदेशों तक, जो भी पहले हो, भारतीय स्टेट बैंक (एसबीआई) में प्रबंध निदेशक के पद पर नियुक्त करती है।

[ई फा. सं. 2/1/2024-बीओ-I]

संजय कुमार मिश्र, अवर सचिव

New Delhi, the 7th August, 2024

S.O. 1686.—In exercise of powers conferred by clause (b) of section 19 read with sub-section (1) of section 20 of the State Bank of India Act, 1955 (23 of 1955), the Central Government hereby appoints Shri Rana Ashutosh

Kumar Singh (DoB: 12.06.1967), Deputy Managing Director, State Bank of India (SBI) as Managing Director in SBI with effect from the date of assumption of office and up to the date of his attaining the age of superannuation (i.e. 30.06.2027), or until further orders, whichever is earlier.

[eF. No. 2/1/2024-BO-I]

SANJAY KUMAR MISHRA, Under Secy.

नई दिल्ली, 7 अगस्त, 2024

का.आ. 1687.—भारतीय स्टेट बैंक अधिनियम, 1955 (1955 का 23) की धारा 20 की उप-धारा (1) के साथ पठित धारा 19 के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, भारतीय स्टेट बैंक के प्रबंध निदेशक श्री चल्ला श्रीनिवासुलु शेटी (जन्म तिथि: 26.9.1965) को दिनांक 28.8.2024 को या उसके बाद कार्यभार ग्रहण करने की तारीख से तीन वर्ष की अवधि के लिए अथवा अगले आदेशों तक, जो भी पहले हो, भारतीय स्टेट बैंक (एसबीआई) में अध्यक्ष के पद पर नियुक्त करती है।

[ई फा. सं. 2/1/2024-बीओ-I]

संजय कुमार मिश्र, अवर सचिव

New Delhi, the 7th August, 2024

S.O. 1687.—In exercise of powers conferred by clause (a) of section 19 read with sub-section (1) of section 20 of the State Bank of India Act, 1955 (23 of 1955), the Central Government hereby appoints Shri Challa Sreenivasulu Setty (DoB: 26.09.1965), Managing Director, State Bank of India (SBI) as Chairman, SBI for a period of three years with effect from the date of assumption of charge of the office, on or after 28.08.2024, or until further orders, whichever is earlier.

[eF. No. 2/1/2024-BO-I]

SANJAY KUMAR MISHRA, Under Secy.

नई दिल्ली, 9 अगस्त, 2024

का.आ. 1688.—बैंककारी कंपनी (उपक्रमों का अर्जन और अंतरण) अधिनियम, 1970 की धारा 9 की उप-धारा (3) के खंड (क) के परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, यूनियन बैंक आफ इंडिया की मुख्य महाप्रबंधक सुश्री बीना वहीद (जन्म तिथि: 17.5.1969) को कार्यभार ग्रहण करने की तारीख से तीन वर्ष की अवधि के लिए अथवा अगले आदेशों तक, जो भी पहले हो, 1,76,800-2,24,000 रुपए (लेवल 14ए) के वेतनमान में बैंक आफ बड़ौदा में कार्यपालक निदेशक के पद पर नियुक्त करती है।

[ई फा. सं. 4/5/(i)/2023-बीओ-I]

संजय कुमार मिश्र, अवर सचिव

New Delhi, the 9th August, 2024

S.O. 1688.—In exercise of powers conferred by the proviso to clause (a) of sub-section (3) of section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, Central Government hereby appoints Ms. Beena Vaheed (DoB: 17.05.1969), Chief General Manager, Union Bank of India as Executive Director, Bank of Baroda in the scale of pay Rs. 1,76,800 – 2,24,000 (Level 14A) for a period of three years with effect from the date of assumption of charge of office, or until further orders, whichever is earlier.

[eF. No. 4/5/(i)/2023-BO-I]

SANJAY KUMAR MISHRA, Under Secy.

नई दिल्ली, 9 अगस्त, 2024

का.आ. 1689.—बैंककारी कंपनी (उपक्रमों का अर्जन और अंतरण) अधिनियम, 1980 की धारा 9 की उप-धारा (3) के खंड (क) के परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, पंजाब नैशनल बैंक के मुख्य महाप्रबंधक श्री राजीवा (जन्म तिथि: 30.6.1968) को कार्यभार ग्रहण करने की तारीख से तीन वर्ष की

अवधि के लिए अथवा अगले आदेशों तक, जो भी पहले हो, 1,76,800-2,24,000 रुपए (लेवल 14ए) के वेतनमान में पंजाब एंड सिंध बैंक में कार्यपालक निदेशक के पद पर नियुक्त करती है।

[ई.फा. सं. 4/5/(ii)/2023-बीओ-I]

संजय कुमार मिश्र, अवर सचिव

New Delhi, the 9th August, 2024

S.O. 1689.—In exercise of powers conferred by the proviso to clause (a) of sub-section (3) of section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1980, Central Government hereby appoints Shri Rajeeva (DoB: 30.06.1968), Chief General Manager, Punjab National Bank as Executive Director, Punjab & Sind Bank in the scale of pay Rs. 1,76,800 – 2,24,000 (Level 14A) for a period of three years with effect from the date of assumption of charge of office, or until further orders, whichever is earlier.

[eF. No. 4/5/(ii)/2023-BO-I]

SANJAY KUMAR MISHRA, Under Secy.

नई दिल्ली, 19 अगस्त, 2024

का.आ. 1690.—बैंककारी कंपनी (उपक्रमों का अर्जन और अंतरण) अधिनियम, 1970 की धारा 9 की उप-धारा (3) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, इण्डियन ओवरसीज बैंक के कार्यपालक निदेशक श्री जॉयदीप दत्ता राँय (जन्म तिथि: 1.7.1972) के कार्यकाल को दिनांक 20.10.2024 से आगे एक वर्ष की अवधि के लिए अथवा अगले आदेशों तक, जो भी पहले हो, बढ़ाती है।

[ई.फा. सं. 4/2/(i)/2024-बीओ-I]

संजय कुमार मिश्र, अवर सचिव

New Delhi, the 19th August, 2024

S.O. 1690.—In exercise of powers conferred by clause (a) of sub-section (3) of section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, the Central Government hereby extends the term of office of Shri Joydeep Dutta Roy (DoB: 01.07.1972), Executive Director, Indian Overseas Bank for a period of one year beyond 20.10.2024, or until further orders, whichever is earlier.

[eF. No. 4/2/(i)/2024-BO-I]

SANJAY KUMAR MISHRA, Under Secy.

नई दिल्ली, 19 अगस्त, 2024

का.आ. 1691.—बैंककारी कंपनी (उपक्रमों का अर्जन और अंतरण) अधिनियम, 1970 की धारा 9 की उप-धारा (3) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, बैंक आफ महाराष्ट्र के कार्यपालक निदेशक श्री आशीष पाण्डेय (जन्म तिथि: 24.6.1971) के कार्यकाल को दिनांक 30.12.2024 से आगे दो वर्ष की अवधि के लिए अथवा अगले आदेशों तक, जो भी पहले हो, बढ़ाती है।

[ई.फा. सं. 4/2/(ii)/2024-बीओ-I]

संजय कुमार मिश्र, अवर सचिव

New Delhi, the 19th August, 2024

S.O. 1691.—In exercise of powers conferred by clause (a) of sub-section (3) of section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, the Central Government hereby extends the term of office of Shri Asheesh Pandey (DoB: 24.06.1971), Executive Director, Bank of Maharashtra for a period of two years beyond 30.12.2024, or until further orders, whichever is earlier.

[eF. No. 4/2/(ii)/2024-BO-I]

SANJAY KUMAR MISHRA, Under Secy.

नई दिल्ली, 19 अगस्त, 2024

का.आ. 1692.—बैंककारी कंपनी (उपक्रमों का अर्जन और अंतरण) अधिनियम, 1970 की धारा 9 की उप-धारा (3) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, पंजाब नैशनल बैंक के कार्यपालक निदेशक श्री कल्याण कुमार (जन्म तिथि: 10.1.1969) के कार्यकाल को दिनांक 20.10.2024 से आगे दो वर्ष की अवधि के लिए अथवा अगले आदेशों तक, जो भी पहले हो, बढ़ाती है।

[ई फा. सं. 4/2/(iii)/2024-बीओ-I]

संजय कुमार मिश्र, अवर सचिव

New Delhi, the 19th August, 2024

S.O. 1692.—In exercise of powers conferred by clause (a) of sub-section (3) of section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, the Central Government hereby extends the term of office of Shri Kalyan Kumar (DoB: 10.01.1969), Executive Director, Punjab National Bank for a period of two years beyond 20.10.2024, or until further orders, whichever is earlier.

[eF. No. 4/2/(iii)/2024-BO-I]

SANJAY KUMAR MISHRA, Under Secy.

सहकारिता मंत्रालय

नई दिल्ली, 27 अगस्त, 2024

का.आ. 1693.—बहु-राज्यीय सहकारी समिति अधिनियम, 2002 (2002 का 39) के खंड 4 के उप खंड (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए एवं भारत सरकार की अधिसूचना सं. एल-11012/2/2003-एल एवं एम दिनांक 11 मार्च, 2024 के अधिक्रमण में, केन्द्र सरकार एतद्वारा, श्री रवीन्द्र कुमार अग्रवाल, भारतीय प्रशासनिक सेवा (केरला-1997), अपर सचिव (सहकारिता) को सहकारिता मंत्रालय, भारत सरकार में तत्काल प्रभाव से एवं अगले आदेशों तक सहकारी समितियों के केन्द्रीय पंजीयक के रूप में नियुक्त करती है।

[फा. सं. एल-11012/2/2003-एल एवं एम]

अवनीश रस्तोगी, अवर सचिव

MINISTRY OF COOPERATION

New Delhi, the 27th August, 2024

S.O. 1693.—In exercise of the powers conferred under sub-section (1) of Section 4 of the Multi-State Cooperative Societies Act, 2002 (39 of 2002) and in supersession of the Government of India Notification No. L-11012/2/2003-L&M dated 11.03.2024, the Central Government hereby appoints Shri Rabindra Kumar Agarwal, IAS, (KL-1997), Additional Secretary (Cooperation) in the Ministry of Cooperation, Government of India as the Central Registrar of Cooperative Societies with immediate effect and until further orders.

[F. No. L-11012/2/2003-L&M]

AVNISH RASTOGI, Under Secy.

संस्कृति मंत्रालय

नई दिल्ली, 30 अगस्त, 2024

का.आ. 1694.—केंद्र सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप नियम (4) के अनुसरण में संस्कृति मंत्रालय के अंतर्गत आने वाले कार्यालय, राष्ट्रीय अभिलेखागार, अभिलेख केन्द्र, 10-ए, झालाना सांस्थानिक क्षेत्र, झालाना डूंगरी, जयपुर जिनमें 80 प्रतिशत से अधिक अधिकारियों/कर्मचारियों ने हिंदी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को अधिसूचित करती है।

यह अधिसूचना राजपत्र में प्रकाशन की तारीख से प्रवृत्त होगी।

[फा. सं. ई.13016/1/2024- हिंदी]

गुरमीत सिंह चावला, संयुक्त सचिव

MINISTRY OF CULTURE

New Delhi, the 30th August, 2024

S.O. 1694.—In pursuance of Sub-rule (4) of Rule 10 of the Official Language (Use for official purposes of the Union) Rules, 1976, the Central Government hereby notifies the office National Archives, Records Centre, 10-A, Jhalana Institutional Area, Jhalana Doongri, Jaipur under Ministry of Culture wherein more than 80% officers/staff have acquired working knowledge of Hindi.

This notification shall come into force from the date of publication in the Official Gazette.

[F. No. E.13016/1/2024-Hindi]

GURMEET SINGH CHAWLA, Jt. Secy.

पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 28 अगस्त, 2024

का.आ. 1695.—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 6 की उपधारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की नीचे दी गई अनुसूची में यथा उल्लिखित तारीखों एवम का. आ. द्वारा उन अधिसूचनाओं से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन किया था।

और केन्द्रीय सरकार ने, उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त भूमियों में, सभी विल्लंगमों से मुक्त, उपयोग का अधिकार आई एचबी लिमिटेड में निहित किया था।

और सक्षम प्राधिकारी ने केन्द्रीय सरकार को रिपोर्ट दी है कि पेट्रोलियम उत्पाद के परिवहन के लिए मध्य-प्रदेश राज्य में आई एच बी लिमिटेड की कांडला गोरखपुर एल.पी.जी. पाइपलाइन बिछाई जा चुकी हैं, अतः उस भूमि के बारे में, जिसका संक्षिप्त विवरण इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट किया गया है, ऐसे प्रचालन को मध्य-प्रदेश राज्य में समाप्त किया जाए।

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) 1963 के नियम 4 के स्पष्टीकरण – 1 के अधीन उस तारीख को जिस पर यह अधिसूचना भारत के राजपत्र में प्रकाशित होती है, मध्य-प्रदेश राज्य के झाबुआ एवं धार जिले के नीचे वर्णित गाँवों में मार्गाधिकार गतिविधियों की समाप्ती की तारीख के रूप में घोषित करती है।

अनुसूची

जिला: झाबुआ		राज्य : मध्य प्रदेश	
क्रमांक	का. आ. सं. एवं दिनांक	ग्राम का नाम	तहसील
(1)	(2)	(3)	(4)
1.	का.आ. 2535 (अ) दिनांक 18.06.2021 का.आ. 4822(अ) दिनांक 10.10.2022	कालाखुंट	झाबुआ
2.	का.आ. 2535 (अ) दिनांक 18.06.2021	खाटापानी	झाबुआ
3.	का.आ. 2535 (अ) दिनांक 18.06.2021	बावड़ीबड़ी	झाबुआ
4.	का.आ. 2535 (अ) दिनांक 18.06.2021	काकरादरा खुर्द	झाबुआ
5.	का.आ. 2535 (अ) दिनांक 18.06.2021	मोद	झाबुआ
6.	का.आ. 2535 (अ) दिनांक 18.06.2021	गेलरछोटी	झाबुआ
7.	का.आ. 2535 (अ) दिनांक 18.06.2021	बलवन	झाबुआ
8.	का.आ. 2535 (अ) दिनांक 18.06.2021 का.आ. 4822(अ) दिनांक 10.10.2022	काचला	झाबुआ

9.	का.आ. 2535 (अ) दिनांक 18.06.2021 का.आ. 2281(अ) दिनांक08.05.2023	झायडा	झाबुआ
10.	का.आ. 2535 (अ) दिनांक 18.06.2021	अन्तरवेलिया	झाबुआ
11.	का.आ. 2535 (अ) दिनांक 18.06.2021	कल्लीपुरा	झाबुआ
12.	का.आ. 2535 (अ) दिनांक 18.06.2021	खुटावा	झाबुआ
13.	का.आ. 2535 (अ) दिनांक 18.06.2021	खाखरखेडी	झाबुआ
14.	का.आ. 2535 (अ) दिनांक 18.06.2021	मानपुरा	झाबुआ
15.	का.आ. 2535 (अ) दिनांक 18.06.2021	भगोर	झाबुआ
16.	का.आ. 2535 (अ) दिनांक 18.06.2021	एजनपुरा	झाबुआ
17.	का.आ. 2535 (अ) दिनांक 18.06.2021	गोपालपुरा	झाबुआ
18.	का.आ. 2535 (अ) दिनांक 18.06.2021	नवापाडा नवीन	झाबुआ
19.	का.आ. 2535 (अ) दिनांक 18.06.2021	आमलीपठार	झाबुआ
20.	का.आ. 2535 (अ) दिनांक 18.06.2021	बडलीपाडा	झाबुआ
21.	का.आ. 2535 (अ) दिनांक 18.06.2021	लोहारिया	झाबुआ
22.	का.आ. 2531(अ) दिनांक 18.06.2021	मोखडा	मेघनगर
23.	का.आ. 2531(अ) दिनांक 18.06.2021 का.आ. 4822(अ) दिनांक10.10.2022	देदला	मेघनगर
24.	का.आ. 2533 (अ) दिनांक 18.06.2021	बेडदा	पेटलावद
25.	का.आ. 2533 (अ) दिनांक 18.06.2021	झावलिया	पेटलावद
26.	का.आ. 2533 (अ) दिनांक 18.06.2021	रल्यावन	पेटलावद
27.	का.आ. 2533 (अ) दिनांक 18.06.2021	सोयेला	पेटलावद
28.	का.आ. 2533 (अ) दिनांक 18.06.2021	अलस्याखेडि	पेटलावद
29.	का.आ. 2533 (अ) दिनांक 18.06.2021	घोडाथल	पेटलावद
30.	का.आ. 2533 (अ) दिनांक 18.06.2021	माथुरीया	पेटलावद
31.	का.आ. 2533 (अ) दिनांक 18.06.2021 का.आ. 2281(अ) दिनांक08.05.2023	बनी	पेटलावद
32.	का.आ. 2533 (अ) दिनांक 18.06.2021	सामली	पेटलावद
33.	का.आ. 2533 (अ) दिनांक 18.06.2021 का.आ. 2281(अ) दिनांक08.05.2023	कचराखदान	पेटलावद
34.	का.आ. 2533 (अ) दिनांक 18.06.2021	गुलरीपाडा	पेटलावद
35.	का.आ. 2533 (अ) दिनांक 18.06.2021	सलुनिया बडा	पेटलावद
36.	का.आ. 2533 (अ) दिनांक 18.06.2021	नाहरगढ	पेटलावद
37.	का.आ. 2533 (अ) दिनांक 18.06.2021 का.आ. 4822(अ) दिनांक10.10.2022	बैकल्दा	पेटलावद

38.	का.आ. 2533 (अ) दिनांक 18.06.2021	बडलीपाडा	पेटलावद
39.	का.आ. 2533 (अ) दिनांक 18.06.2021	कायारेल	पेटलावद
40.	का.आ. 2533 (अ) दिनांक 18.06.2021	भूरिघाटी	पेटलावद
41.	का.आ. 2533 (अ) दिनांक 18.06.2021	भील कोटडा	पेटलावद
जिला: धार		राज्य : मध्य प्रदेश	
1.	का.आ. 0824 (अ) दिनांक 22.02.2022 का.आ. 2279(अ) दिनांक 08.05.2023	खोखरियाघाट	सरदारपुर
2.	का.आ. 0825(अ) दिनांक 22.02.2022 का.आ. 4251(अ) दिनांक 12.09.2022 का.आ. 4819(अ) दिनांक 10.10.2022 का.आ. 2279(अ) दिनांक 08.05.2023	सलवा	सरदारपुर
3.	का.आ. 0825(अ) दिनांक 22.02.2022 का.आ. 2279(अ) दिनांक 08.05.2023	लावरिया	सरदारपुर
4.	का.आ. 0825 (अ) दिनांक 22.02.2022 का.आ. 4819(अ) दिनांक 10.10.2022	बरमण्डल	सरदारपुर
5.	का.आ. 2963(अ) दिनांक 22.07.2021	बरखेडा	सरदारपुर
6.	का.आ. 2963(अ) दिनांक 22.07.2021	खुटपला	सरदारपुर
7.	का.आ. 2963(अ) दिनांक 22.07.2021	चन्दौडिया	सरदारपुर
8.	का.आ. 2963(अ) दिनांक 22.07.2021	बणी	सरदारपुर
9.	का.आ. 4193 (अ) दिनांक 7.10.2021	किसनपुरा	बदनावर
10.	का.आ. 4193 (अ) दिनांक 07.10.2021	मानपुर	बदनावर
11.	का.आ. 4193 (अ) दिनांक 07.10.2021 का.आ. 1438(अ) दिनांक 22.03.2022	इंद्रावल	बदनावर
12.	का.आ. 4193 (अ) दिनांक 07.10.2021 का.आ. 4819(अ) दिनांक 10.10.2022 का.आ. 2279(अ) दिनांक 08.05.2023	काडोदकला	बदनावर
13.	का.आ. 4193 (अ) दिनांक 07.10.2021	सीलोदा खुर्द	बदनावर
14.	का.आ. 4193 (अ) दिनांक 07.10.2021	गोपाल खेड़ी	बदनावर
15.	का.आ. 4193 (अ) दिनांक 07.10.2021	छायनखुर्द	बदनावर
16.	का.आ. 4193 (अ) दिनांक 07.10.2021	पंचमुखी	बदनावर
17.	का.आ. 2965 (अ) दिनांक 22.07.2021	काराडिया	धार
18.	का.आ. 2965 (अ) दिनांक 22.07.2021	बेरछा	धार
19.	का.आ. 2965 (अ) दिनांक 22.07.2021	छापर	धार
20.	का.आ. 2965 (अ) दिनांक 22.07.2021	पिंजराया	धार

	का.आ.4819(अ) दिनांक10.10.2022		
21.	का.आ. 2965 (अ)दिनांक 22.07.2021	बिलोदा	धार
22.	का.आ. 2965 (अ)दिनांक 22.07.2021 का.आ.4819(अ) दिनांक10.10.2022	तीसगांव	धार
23.	का.आ. 2965 (अ)दिनांक 22.07.2021 का.आ.4819(अ) दिनांक10.10.2022	भिडोताखुर्द	धार
24.	का.आ. 2965 (अ)दिनांक 22.07.2021	रामपुर	धार
25.	का.आ. 2965 (अ)दिनांक 22.07.2021	बालोदा बुजुर्ग	धार
26.	का.आ. 2965 (अ)दिनांक 22.07.2021	गवला	धार
27.	का.आ. 2965 (अ)दिनांक 22.07.2021	अकोल्या	धार
28.	का.आ. 2965 (अ)दिनांक 22.07.2021 का.आ.4819(अ) दिनांक10.10.2022	गोविन्दपुरा	धार
29.	का.आ. 2965 (अ)दिनांक 22.07.2021	माचकदा	धार
30.	का.आ. 2965 (अ)दिनांक 22.07.2021	बग्गड	धार
31.	का.आ. 2965 (अ)दिनांक 22.07.2021	एकलदुनाधार	धार
32.	का.आ. 2965 (अ)दिनांक 22.07.2021	सुखंडा	धार
33.	का.आ. 2965 (अ)दिनांक 22.07.2021	नेकपुर	धार
34.	का.आ. 2965 (अ)दिनांक 22.07.2021	बडछापरा	धार
35.	का.आ. 2965 (अ)दिनांक 22.07.2021	ग्यासाबाद	धार

[फा. सं. आर-11025(15)/5/2020-ओआर-I/पार्ट(2)/ई-45913]

शशि शेखर सिंह, अवर सचिव

MINISTRY OF PETROLEUM AND NATURAL GAS

New Delhi, the 28th August, 2024

S.O. 1695.—Whereas, by the notification of the Government of India in the Ministry of Petroleum and Natural Gas, S. O. Numbers and Dates as mentioned in the Schedule below issued under Sub-section (i) of section 6 of Petroleum and Minerals Pipeline (Acquisition of right of User in Land) Act, 1962 (50 of 1962), the Central Government acquired the Right of User in the lands specified in the schedule appended to those notifications.

AND WHEREAS, in exercise of the powers conferred by the Sub-Section (4) of Section 6 of the said Act, the Central Government vested the Right of user in the lands free from all encumbrances in the IHB Limited.

AND WHEREAS, the Competent Authority has made a report to the Central Government that the pipeline has been laid for the purpose of transportation of LPG in the said lands and hence such operation may be terminated for KandlaGorakhpur LPG Pipeline Project in the state of Madhya Pradesh in respect of the said lands which in brief are specified in the Schedule annexed to the Notification;

“Now, therefore, as required under explanation–1 of rule 4 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Rules 1963, the Central Government hereby declare the dates on which this notification is Right Published in the Gazette of India as the date of “Termination of Operation” in ROU Village mentioned in Jhabua and Dhar district in the state of Madhya Pradesh.

SCHEDULE

District: Jhabua		State: Madhya Pradesh	
Sl.No.	S.O. No. & Date	Name of Village	Name of Tehsil
(1)	(2)	(3)	(4)
1.	S.O. No. 2535 (E) dated 18.06.2021 S.O. No. 4822(E) dated 10.10.2022	Kalakhunt	Jhabua
2.	S.O. No. 2535 (E) dated 18.06.2021	Khatapani	Jhabua
3.	S.O. No. 2535 (E) dated 18.06.2021	Bawadibadi	Jhabua
4.	S.O. No. 2535 (E) dated 18.06.2021	Kakradarakhurd	Jhabua
5.	S.O. No. 2535 (E) dated 18.06.2021	Mod	Jhabua
6.	S.O. No. 2535 (E) dated 18.06.2021	Gelarchhoti	Jhabua
7.	S.O. No. 2535 (E) dated 18.06.2021	Balwan	Jhabua
8.	S.O. No. 2535 (E) dated 18.06.2021 S.O. No. 4822(E) dated 10.10.2022	Kachala	Jhabua
9.	S.O. No. 2535 (E) dated 18.06.2021 S.O. No. 2281(E) dated 08.05.2023	Jhayda	Jhabua
10.	S.O. No. 2535 (E) dated 18.06.2021	Antarveliyya	Jhabua
11.	S.O. No. 2535 (E) dated 18.06.2021	Kallipura	Jhabua
12.	S.O. No. 2535 (E) dated 18.06.2021	Khutawa	Jhabua
13.	S.O. No. 2535 (E) dated 18.06.2021	Khakharkhedi	Jhabua
14.	S.O. No. 2535 (E) dated 18.06.2021	Manpura	Jhabua
15.	S.O. No. 2535 (E) dated 18.06.2021	Bhagor	Jhabua
16.	S.O. No. 2535 (E) dated 18.06.2021	Aejanpura	Jhabua
17.	S.O. No. 2535 (E) dated 18.06.2021	Gopalpura	Jhabua
18.	S.O. No. 2535 (E) dated 18.06.2021	Nawapada	Jhabua
19.	S.O. No. 2535 (E) dated 18.06.2021	Amlipathar	Jhabua
20.	S.O. No. 2535 (E) dated 18.06.2021	Badlipada	Jhabua
21.	S.O. No. 2535 (E) dated 18.06.2021	Lohariya	Jhabua
22.	S.O. No. 2531(E) dated 18.06.2021	Mokhada	Meghnagar
23.	S.O. No. 2531(E) dated 18.06.2021 S.O. No. 4822(E) dated 10.10.2022	Dedla	Meghnagar
24.	S.O. No. 2533 (E) dated 18.06.2021	Bedada	Petlawad
25.	S.O. No. 2533 (E) dated 18.06.2021	Jhawalia	Petlawad
26.	S.O. No. 2533 (E) dated 18.06.2021	Ralyawan	Petlawad
27.	S.O. No. 2533 (E) dated 18.06.2021	Soila	Petlawad
28.	S.O. No. 2533 (E) dated 18.06.2021	Alasyakhedi	Petlawad
29.	S.O. No. 2533 (E) dated 18.06.2021	Ghodathal	Petlawad
30.	S.O. No. 2533 (E) dated 18.06.2021	Mathuria	Petlawad
31.	S.O. No. 2533 (E) dated 18.06.2021 S.O. No. 2281(E) dated 08.05.2023	Bani	Petlawad
32.	S.O. No. 2533 (E) dated 18.06.2021	Samli	Petlawad
33.	S.O. No. 2533 (E) dated 18.06.2021 S.O. No. 2281(E) dated 08.05.2023	Kachrakhadan	Petlawad
34.	S.O. No. 2533 (E) dated 18.06.2021	Gularipada	Petlawad
35.	S.O. No. 2533 (E) dated 18.06.2021	Saluniyabada	Petlawad
36.	S.O. No. 2533 (E) dated 18.06.2021	Nahargarh	Petlawad
37.	S.O. No. 2533 (E) dated 18.06.2021	Bekalda	Petlawad

	S.O. No. 4822(E) dated10.10.2022		
38.	S.O. No. 2533 (E) dated 18.06.2021	Baldipada	Petlawad
39.	S.O. No. 2533 (E) dated 18.06.2021	Kayarel	Petlawad
40.	S.O. No. 2533 (E) dated 18.06.2021	Bhurighati	Petlawad
41.	S.O. No. 2533 (E) dated 18.06.2021	Bheelkotda	Petlawad
District: Dhar		State: Madhya Pradesh	
1.	S.O. No. 0824(E) dated22.02.2022 S.O. No. 2279(E) dated08.05.2023	Khakhariyaghat	Sardarpur
2.	S.O. No. 0825(E) dated22.02.2022 S.O. No. 4251(E) dated12.09.2022 S.O. No. 4819(E) dated10.10.2022 S.O. No. 2279(E) dated08.05.2023	Salwa	Sardarpur
3.	S.O. No. 0825(E) dated22.02.2022 S.O. No. 2279(E) dated08.05.2023	Labariya	Sardarpur
4.	S.O. No. 0825 (E) dated 22.02.2022 S.O. No. 4819(E) dated10.10.2022	Barmandal	Sardarpur
5.	S.O. No. 2963(E) dated 22.07.2021	Barkheda	Sardarpur
6.	S.O. No. 2963(E) dated 22.07.2021	Khuntpala	Sardarpur
7.	S.O. No. 2963(E) dated 22.07.2021	Chandodiya	Sardarpur
8.	S.O. No. 2963(E) dated 22.07.2021	Bani	Sardarpur
9.	S.O. No. 4193 (E) dated 07.10.2021	Kisanpura	Badnawar
10.	S.O. No. 4193 (E) dated 07.10.2021	Manpura	Badnawar
11.	S.O. No. 4193 (E) dated 07.10.2021 S.O. No. 1438(E) dated22.03.2022	Indrawal	Badnawar
12.	S.O. No. 4193 (E) dated 07.10.2021 S.O. No. 4819(E) dated10.10.2022 S.O. No. 2279(E) dated08.05.2023	Kadodkalan	Badnawar
13.	S.O. No. 4193 (E) dated 07.10.2021	Silodakhurd	Badnawar
14.	S.O. No. 4193 (E) dated 07.10.2021	Gopal khedi	Badnawar
15.	S.O. No. 4193 (E) dated 07.10.2021	Chhayankhurd	Badnawar
16.	S.O. No. 4193 (E) dated 07.10.2021	Panchmukhi	Badnawar
17.	S.O. No. 2965 (E) dated 22.07.2021	Karadiya	Dhar
18.	S.O. No. 2965 (E) dated 22.07.2021	Berchha	Dhar
19.	S.O. No. 2965 (E) dated 22.07.2021	Chhapar	Dhar
20.	S.O. No. 2965 (E) dated 22.07.2021 S.O. No. 4819(E) dated10.10.2022	Pinjraya	Dhar
21.	S.O. No. 2965 (E) dated 22.07.2021	Biloda	Dhar
22.	S.O. No. 2965 (E) dated 22.07.2021 S.O. No. 4819(E) dated10.10.2022	Tisgaon	Dhar
23.	S.O. No. 2965 (E) dated 22.07.2021 S.O. No. 4819(E) dated10.10.2022	Bhidotakhurd	Dhar
24.	S.O. No. 2965 (E) dated 22.07.2021	Rampur	Dhar
25.	S.O. No. 2965 (E) dated 22.07.2021	Balodabuzurg	Dhar
26.	S.O. No. 2965 (E) dated 22.07.2021	Gawala	Dhar
27.	S.O. No. 2965 (E) dated 22.07.2021	Akoliya	Dhar
28.	S.O. No. 2965 (E) dated 22.07.2021 S.O. No. 4819(E) dated10.10.2022	Govindpura	Dhar
29.	S.O. No. 2965 (E) dated 22.07.2021	Machakda	Dhar

30.	S.O. No. 2965 (E) dated 22.07.2021	Baggad	Dhar
31.	S.O. No. 2965 (E) dated 22.07.2021	Akaldunadhar	Dhar
32.	S.O. No. 2965 (E) dated 22.07.2021	Sukheda	Dhar
33.	S.O. No. 2965 (E) dated 22.07.2021	Nekpur	Dhar
34.	S.O. No. 2965 (E) dated 22.07.2021	Badchhapra	Dhar
35.	S.O. No. 2965 (E) dated 22.07.2021	Gyasabad	Dhar

[F. No. R- 11025(15)/5/2020-OR-I/Part(2)/E-45913]

SHASHI SHEKHAR SINGH, Under Secy.

नई दिल्ली, 4 सितम्बर, 2024

का.आ. 1696.—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 6 की उपधारा (1) अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की नीचे दी गई अनुसूची में यथा उल्लिखित तारीखों की एवम का.आ. द्वारा उन अधिसूचनाओं से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन किया था।

और केन्द्रीय सरकार ने, उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त भूमियों में, सभी विल्लंगमों से मुक्त, उपयोग का अधिकार हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड (एच.पी.सी.एल) में निहित किया था।

और सक्षम प्राधिकारी ने केन्द्रीय सरकार को रिपोर्ट दी है कि पेट्रोलियम उत्पाद के परिवहन के लिए तेलंगाना राज्य में हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड (एच.पी.सी.एल) की हासन (कर्नाटका) से चेरलापल्ली (तेलंगाना) एलपीजी पाइपलाइन बिछाई जा चुकी है, अतः उस भूमि के बारे में, जिसका संक्षिप्त विवरण इस अधिसूचना से संलग्न अनुसूची से विनिर्दिष्ट किया गया है, ऐसे प्रचालन को तेलंगाना राज्य में समाप्त किया जाए।

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1963 के नियम 4 के स्पष्टीकरण -1 के अधीन उन तारीखों को जिन पर यह अधिसूचना भारत के राजपत्र में प्रकाशित होती है, तेलंगाना राज्य के जोगुलांबा गड़वाल, वनपरथी, महबूबनगर, नागरकरनूल, रंगारेड्डी और मेडचल मलकाजीगिरी जिले के नीचे वर्णित गाँवों में मार्गाधिकार गतिविधियों की समाप्ति की तारीख के रूप में घोषित करती है।

अनुसूची

जिला: जोगुलांबा गड़वाल			राज्य: तेलंगाना
क्रमांक	का. आ. सं. एवं दिनांक	गाँव का नाम	मंडल का नाम
(1)	(2)	(3)	(4)
1	1720 (अ) दिनांक 01.06.2020	कोरवीपाडु	मनोपाड़
2	723 (अ) दिनांक 17.02.2021	गोकुलपाड़	
3	3877 (अ) दिनांक 16.09.2021	मनोपाड़	
4	1391 (अ) दिनांक 22.03.2022	जल्लापुर	
5	5270 (अ) दिनांक 03.11.2022	बोरवल्ली	
6	829 (अ) दिनांक 08.05.2023	पल्लेपाडु	
7		मंगमपेट	
जिला: वनपरथी			राज्य: तेलंगाना
क्रमांक	का. आ. सं. एवं दिनांक	गाँव का नाम	मंडल का नाम
(1)	(2)	(3)	(4)
1	1716 (अ) दिनांक 01.06.2020	बुरदीपाडु	पेब्बेर

2	3299 (अ) दिनांक 10.08.2021	शुक्र	
3	3784 (अ) दिनांक 08.09.2021	रामेश्वरपुर	
4	3878 (अ) दिनांक 16.09.2021	पाथपल्ली	
5	1390 (अ) दिनांक 22.03.2022	चेलीमिल्ला	
6	5271 (अ) दिनांक 03.11.2022	कांचीरावपल्ली	
7	827 (अ) दिनांक 08.05.2023		
8	1719 (अ) दिनांक 01.06.2020	वेंकटापुर	
9	3532 (अ) दिनांक 07.10.2020	श्रीरंगापुर	
10	3297 (अ) दिनांक 10.08.2021	कंबालापुर	श्रीरंगापुर
11	3796 (अ) दिनांक 08.09.2021	थाटीपामुला	
12	3879 (अ) दिनांक 16.09.2021		
13	1380 (अ) दिनांक 22.03.2022		
14	4913 (अ) दिनांक 14.10.2022		
15	3492 (अ) दिनांक 05.10.2020	सवाईगुडम	
16	3867 (अ) दिनांक 16.09.2021	नाचहल्ली	
17	1392 (अ) दिनांक 22.03.2022	किस्टागिरी	
18	4914 (अ) दिनांक 14.10.2022	पेद्दागुडेम	वन्तपरथी
19	830 (अ) दिनांक 08.05.2023	राजापेट	
20	3493 (अ) दिनांक 05.10.2020	राजानगर	
21	1396 (अ) दिनांक 22.03.2022	अचुतापुर	
22	4915 (अ) दिनांक 14.10.2022	चित्याला	
23	831 (अ) दिनांक 08.05.2023	पेद्दामंदाडी	
24	1718 (अ) दिनांक 01.06.2020	चिन्नामंदाडी	पेद्दामंदाडी
25	3534 (अ) दिनांक 07.10.2020	पामीरेडुपल्ली	
26	3300 (अ) दिनांक 10.08.2021	विराईपल्ली	
27	3798 (अ) दिनांक 08.09.2021	सोलीपुर	
28	3875 (अ) दिनांक 16.09.2021	मनाजीपेट	
29	1379 (अ) दिनांक 22.03.2022	मल्कापुर	घनपुर
30	5272 (अ) दिनांक 03.11.2022	घनपुर	
31	826 (अ) दिनांक 08.05.2023	आगारम	
32		कमलुदीनपुर	
33		थीरमलाईपल्ली	
जिला: महबूबनगर		राज्य: तेलंगाना	
क्रमांक	का. आ. सं. एवं दिनांक	गाँव का नाम	मंडल का नाम
(1)	(2)	(3)	(4)
1	2248 (अ) दिनांक 07.07.2020	कप्पेटा	
2	3298 (अ) दिनांक 10.08.2021	पात मोलगरा	
3	3799 (अ) दिनांक 08.09.2021	कोत मोलगरा	भूतपुर
4	3873 (अ) दिनांक 16.09.2021	भूतपुर	
5	1393 (अ) दिनांक 22.03.2022	कोतुर	

6	5274 (अ) दिनांक 03.11.2022	ताडिपरती	
7	825 (अ) दिनांक 08.05.2023		
8	2508 (अ) दिनांक 29.07.2020	चिंतबोइनपल्ली	
9	1378 (अ) दिनांक 22.03.2022	आलूर	
10	3303 (अ) दिनांक 10.08.2021	बुरगुपल्ली	
11	3797 (अ) दिनांक 08.09.2021	नागसाला	
12	3876 (अ) दिनांक 16.09.2021	नसरुल्लाबाद	जडचेरला
13	5273 (अ) दिनांक 03.11.2022	गंगापुर	
14	3533 (अ) दिनांक 07.10.2020	गोपुलापुरम	
15	3795 (अ) दिनांक 08.09.2021	कोडगल	
16	3301 (अ) दिनांक 10.08.2021		
17	1382 (अ) दिनांक 22.03.2022	ईडगाणपल्ली	राजापुर
18	828 (अ) दिनांक 08.05.2023		
19	2507 (अ) दिनांक 29.07.2020	तिरुमलगिरी	
20	3872 (अ) दिनांक 16.09.2021	मोदंपल्ली	
21	1387 (अ) दिनांक 22.03.2022	पेद्दारेवल्ली	बालानगर
22	5276 (अ) दिनांक 03.11.2022	हेमाजीपुर	
23		लिंगारम	
जिला: नागरकरनूल		राज्य: तेलंगाना	
क्रमांक	का. आ. सं. एवं दिनांक	गाँव का नाम	मंडल का नाम
(1)	(2)	(3)	(4)
1	2252 (अ) दिनांक 07.07.2020		
2	3880 (अ) दिनांक 16.09.2021	मरिकलकुरदु	थिमाजीपेट
3	1381 (अ) दिनांक 22.03.2022		
जिला: रंगारेड्डी		राज्य: तेलंगाना	
क्रमांक	का. आ. सं. एवं दिनांक	गाँव का नाम	मंडल का नाम
(1)	(2)	(3)	(4)
1	3061 (अ) दिनांक 02.09.2020	इप्पालपल्ली	
2	4288 (अ) दिनांक 26.11.2020	वेमुलानर्व	
3	5277(अ) दिनांक 03.11.2022	संगम	केशमपेट
4	832 (अ) दिनांक 08.05.2023	एक्लासखानपेट	
5	1721 (अ) दिनांक 01.06.2020	सिद्धापुर	
6	4284 (अ) दिनांक 26.11.2020	भद्राईपल्ली	कोथुर
7	1386 (अ) दिनांक 22.03.2022	कोडीचेर्ला	

8	5279 (अ) दिनांक 03.11.2022		
9	2462 (अ) दिनांक 27.07.2020	कोडालापड़कल	महेश्वरम
10	4287 (अ) दिनांक 26.11.2020	सुभानपुर	
11	1384 (अ) दिनांक 22.03.2020	कल्वाकोले	
12	5275 (अ) दिनांक 03.11.2022	अमीरपेट	
13	2461 (अ) दिनांक 27.07.2020	तुपरा खुर्द	
14	1383 (अ) दिनांक 22.03.2022	नागीरेड्डीपल्ली	
15	3302 (अ) दिनांक 10.08.2021	गोल्लूर	
16	3785 (अ) दिनांक 08.09.2021	नंदीपल्ली	
17	4916 (अ) दिनांक 14.10.2022	डोंड शंकरापुर	समसाबाद
18	4286 (अ) दिनांक 26.11.2020	संगीगुडा	
19	3871 (अ) दिनांक 16.09.2021	गोलकुंडा खुर्द	
20	5278 (अ) दिनांक 03.11.2022	बचाराम	अब्दुल्लापुरमेट
जिला: मेडचल मलकाजीगिरी		राज्य: तेलंगाना	
क्रमांक	का. आ. सं. एवं दिनांक	गाँव का नाम	मंडल का नाम
(1)	(2)	(3)	(4)
1	1717 (अ) दिनांक 01.06.2020	यमनमपेट	घटकेसर
2	4285 (अ) दिनांक 26.11.2020	इस्माइलखानगुडा	
3	3874 (अ) दिनांक 16.09.2021	कोरेमुल्ला	
4	1385 (अ) दिनांक 22.03.2022	अन्नोजिगुडा	
5		रामपल्ली	कीसरा

[फा. सं. आर-12031/2/2019-ओ.आर-आई/ई-31417]

एस. एस. सिंह, अवर सचिव

New Delhi, the 4th September, 2024

S.O. 1696.—Whereas, by a notification of the Government of India in the Ministry of Petroleum and Natural Gas, S.O. numbers and dates as mentioned in the Schedule below issued under Sub-section (i) of section 6, Petroleum and Minerals Pipeline (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government acquired the Right of User in the said lands specified in the Schedules appended to those notifications.

AND WHEREAS, in exercise of the powers conferred by the Sub-Section (4) of Section 6 of the said Act, the Central Government vested the Right of User in the said lands free from all encumbrances in the Hindustan Petroleum Corporation Limited;

AND WHEREAS, the Competent Authority has made a report to the Central Government that the pipeline has been laid for the purpose of transportation of LPG, in the said lands and hence the operation may be terminated from Hassan (Karnataka) to Cherlapalli (Telangana) Pipeline Project in the state of Telangana in respect of the said lands which in brief are specified in the Schedule annexed to the Notification;

“Now, therefore, as required under explanation – 1 of rule 4 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Rules 1963, the Central Government hereby declare the dates on which the notification is published in the Gazette of India as the date of “Termination of Operation” in ROU Village mentioned in **Jogulamba Gadwal, Wanaparthi, Mahbubnagar, Nagarkurnool, Rangareddy and Medchal Malkajigiri** district in the state of Telangana.”

SCHEDULE

District: Jogulamba Gadwal			State: Telangana
Sl. No.	S.O. No. & Date	Name of the Village	Name of the Mandal
(1)	(2)	(3)	(4)
1	1720(E) Date 01.06.2020	Korvipadu	Manopad
2	723(E) Date 17.02.2021	Gokulapad	
3	3877(E) Date 16.09.2021	Manopad	
4	1391(E) Date 22.03.2022	Jallapur	
5	5270(E) Date 03.11.2022	Boravalle	
6	829(E) Date 08.05.2023	Pallepadu	
7		Mangampet	
District: Wanaparthi			State: Telangana
Sl.No.	S.O. No. & Date	Name of the Village	Name of the Mandal
(1)	(2)	(3)	(4)
1	1716(E) Date 01.06.2020	Burdipadu	Pebbair
2	3299(E) Date 10.08.2021	Shukur	
3	3784(E) Date 08.09.2021	Rameshwarapur	
4	3878(E) Date 16.09.2021	Pathapalli	
5	1390(E) Date 22.03.2022	Chellimilla	
6	5271(E) Date 03.11.2022	Kanchiraopalle	
7	827(E) Date 08.05.2023		
8	1719(E) Date 01.06.2020	Venkatapura	Srirangapur
9	3532(E) Date 07.10.2020	Srirangapur	
10	3297(E) Date 10.08.2021	Kambalapur	
11	3796(E) Date 08.09.2021	Thatipamula	
12	3879(E) Date 16.09.2021		
13	1380(E) Date 22.03.2022		
14	4913(E) Date 14.10.2022		
15	3492(E) Date 05.10.2020	Savaegudem	Wanaparthi
16	3867(E) Date 16.09.2021	Natchahalli	
17	1392(E) Date 22.03.2022	Kistagiri	
18	4914(E) Date 14.10.2022	Peddagudem	
19	830(E) Date 08.05.2023	Rajapet	
20	3493(E) Date 05.10.2020	Rajanagar	
21	1396(E) Date 22.03.2022	Achutapur	
22	4915(E) Date 14.10.2022	Chityala	
23	831(E) Date 08.05.2023	Peddmandadi	Peddmandadi
24	1718(E) Date 01.06.2020	Chinnamandadi	
25	3534(E) Date 07.10.2020	Pamireddipalle	
26	3300(E) Date 10.08.2021	Veeraipalle	
27	3798(E) Date 08.09.2021	Solipur	Ghanpur
28	3875(E) Date 16.09.2021	Manajipeta	
29	1379(E) Date 22.03.2022	Malkapur	
30	5272(E) Date 03.11.2022	Ghanpur	
31	826(E) Date 08.05.2023	Agaram	
32		Kamaluddinpur	
33		Thirmalaipalli	

District: Mahbubnagar			State: Telangana
Sl.No.	S.O. No. & Date	Name of the Village	Name of the Mandal
(1)	(2)	(3)	(4)
1	2248(E) Date 07.07.2020	Kappeta	Bhoothpur
2	3298(E) Date 10.08.2021	Patha Molgara	
3	3799(E) Date 08.09.2021	Kotha Molgara	
4	3873(E) Date 16.09.2021	Bhoothpur	
5	1393(E) Date 22.03.2022	Kothur	
6	5274(E) Date 03.11.2022	Tadparti	Jadcherla
7	825(E) Date 08.05.2023		
8	2508(E) Date 29.07.2020	Chinaboinpalle	
9	1378(E) Date 22.03.2022	Alur	
10	3303(E) Date 10.08.2021	Boorgupally	
11	3797(E) Date 08.09.2021	Nagasal	
12	3876(E) Date 16.09.2021	Nasrullabad	
13	5273(E) Date 03.11.2022	Gangapur	
14	3533(E) Date 07.10.2020	Gopulapuram	
15	3795(E) Date 08.09.2021	Kodgal	
16	3301(E) Date 10.08.2021		Rajapur
17	1382(E) Date 22.03.2022	Edganpalle	
18	828(E) Date 08.05.2023		Balanagar
19	2507(E) Date 29.07.2020	Thirumalagiri	
20	3872(E) Date 16.09.2021	Modampalli	
21	1387(E) Date 22.03.2022	Peddarevelly	
22	5276(E) Date 03.11.2022	Hemajipur	
23		Lingaram	
District: Nagarkurnool			State: Telangana
Sl.No.	S.O. No. & Date	Name of the Village	Name of the Mandal
(1)	(2)	(3)	(4)
1	2252(E) Date 07.07.2020	Marikalkurdu	Thimmajipet
2	3880(E) Date 16.09.2021		
3	1381(E) Date 22.03.2022		
District: Rangareddy			State: Telangana
Sl.No.	S.O. No. & Date	Name of the Village	Name of the Mandal
(1)	(2)	(3)	(4)
1	3061(E) Date 02.09.2020	Ippalapalle	Keshampet
2	4288(E) Date 26.11.2020	Vemulanarva	
3	5277(E) Date 03.11.2022	Sangam	
4	832(E) Date 08.05.2023	Eklaskanpet	
5	1721(E) Date 01.06.2020	Siddapur	Kothur
6	4284(E) Date 26.11.2020	Bhadraipally	
7	1386(E) Date 22.03.2022	Kodicherla	
8	5279(E) Date 03.11.2022		
9	2462(E) Date 27.07.2020	Kodlapadakal	Maheswaram
10	4287(E) Date 26.11.2020	Subhanpur	
11	1384(E) Date 22.03.2020	Kalwakole	
12	5275(E) Date 03.11.2022	Ameerpet	
13	2461(E) Date 27.07.2020	Toopra Khurd	

14	1383(E) Date 22.03.2022	Nagireddipalle	
15	3302(E) Date 10.08.2021	Gollor	
16	3785(E) Date 08.09.2021	Nandipalli	
17	4916(E) Date 14.10.2022	Dond Shankarapura	
18	4286(E) Date 26.11.2020	Sanghiguda	Shamshabad
19	3871(E) Date 16.09.2021	Golkonda Khurd	
20	5278(E) Date 03.11.2022	Bacharam	Abdullapurmet
District: Medchal Malkajigiri			State: Telangana
Sl.No.	S.O. No. & Date	Name of the Village	Name of the Mandal
(1)	(2)	(3)	(4)
1	1717(E) Date 01.06.2020	Yemnampet	
2	4285(E) Date 26.11.2020	Ismailkhanguda	Ghatkesar
3	3874(E) Date 16.09.2021	Korremula	
4	1385(E) Date 22.03.2022	Annojiguda	
5		Rampalli	Keesra

[F. No. R-12031/2/2019-OR-I/E-31417]

S. S. SINGH, Under Secy.

Je , oajkstxkj ea=ky;

नई दिल्ली, 29 अगस्त, 2024

का.आ. 1697.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार स्टेट बैंक ऑफ़ इंडिया के प्रबंधतंत्र, संबद्ध नियोजको और muds dekdjks के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, **भुवनेश्वर** के पंचाट (72/2021) प्रकाशित करती है।

[सं. एल-12011/42/2020-आई.आर(बी-1)]

सलोनी, उप निदेशक

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 29th August, 2024

S.O. 1697.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**Ref. 72/2021**) of the *Central Government Industrial Tribunal-cum-Labour Court Bhubaneswar*, as shown in the Annexure, in the industrial dispute between the management of **State Bank of India** and their workmen.

[No. L-12011/42/2020-IR(B-I)]

SALONI, Dy. Director

ANNEXURE**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT BHUBANESWAR**

Present:

Sri Dinesh Kumar Singh,
Presiding Officer, C.G.I.T.-cum-Labour Court,
Bhubaneswar.

INDUSTRIAL DISPUTE CASE NO. 72/2021**Date of Passing Order – 21st June, 2024**

Between :-

The Chief General Manager,
State Bank of India, Local Head Office,
Jawaharlal Nehru Marg, Bhubaneswar, Orissa – 759 024.
The Branch Manager, State Bank of India,
Balichandrapur Branch, Balichandrapur,
Jajpur – 754 205.

... 1st Party-Managements.

(And)

The President,
State Bank of India Karmachari Union (CITU)
VR-5/1, Kharvela Nagar, Unit-3,
Bhubaneswar – 1.

... 2nd Party-Union.

Appearances:

None. ... For the 1st Party-Managements.

None. ... For the 2nd Party-Union.

ORDER

In the present case, a reference was received from the Section Officer to the Government of India, Ministry of Labour & Employment, New Delhi vide order No. L-12011/42/2020 – IR(B-I), dated 04.01.2020 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 for adjudication of a dispute, under the following schedule:-

“Whether the action of the management of State Bank of India in denying the benefits like stagnation of wage revision and withdrawal of medical allowance to Shri Bhagirathi Nayak, Temporary messenger is legal and/or justified? If not, what relief the workman is entitled to?”

2. In the reference order, the Under Secretary to Government of India, Ministry of Labour & Employment, New Delhi commanded the parties raising the dispute to file statement of claim, complete with relevant documents, list of reliance and witnesses with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claim to each one of the opposite parties involved in the dispute.

3. Despite directions so given, no statement of claim is received from the 2nd party-Union.

4. On receipt of the above reference, notice was sent to the 2nd Party-Union 20.12.2021, 29.06.2022 and finally on 02.05.2023 for appearance and for filing of statement of claim. Neither the postal article sent to the 2nd Party-Union, referred to above, was received back nor was it observed by the Tribunal that postal services remained unserved in the period, referred to above. Therefore, every presumption lies in favour of the fact that the above notices were served upon the 2nd Party- Union. Despite service of the notice, the 2nd Party-Union opted to abstain away from the proceedings. No claim statement was filed on its behalf. Thus, it is clear that the 2nd Party-Union is not interested in adjudication of the reference on merits.

5. Since the 2nd Party-Union has neither filed statement of claim nor has led any evidence so as to prove its cause against the Management, it is presumed that there is no claim of workman against the Management.

6. In view of such, no claim Order is passed by this Tribunal.

7. Let this order be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

Dictated & Corrected by me.

DINESH KUMAR SINGH, Presiding Officer

नई दिल्ली, 4 सितम्बर, 2024

का.आ. 1698.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स एचपीसीएल बायोफ्यूल्स लिमिटेड के प्रबंधन के संबंध में नियोजकों और श्री सूरज कुमार के बीच अनुबंध में निर्दिष्ट

केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, पटना, पंचाट (रिफरेन्स नं.-14 (C) of 2019) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 16.08.2024 को प्राप्त हुआ था।

[सं. एल-30012/34/2019-आईआर(एम)]

दिलीप कुमार, अवर सचिव

New Delhi, the 4th September, 2024

S.O. 1698.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Reference No. 14 (C) of 2019) of the **Central Government Industrial Tribunal cum Labour Court, Patna** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s HPCL, Biofuels Ltd.** and **Shri Suraj Kumar** which was received along with soft copy of the award by the Central Government on 04.09.2024.

[No. L-30012/34/2019-IR(M)]

DILIP KUMAR, Under Secy.

ANNEXURE

BEFORE THE PRESIDING OFFICER, INDUSTRIAL TRIBUNAL, PATNA.

Reference Case No. :-14 (C) of 2019

Between the management of the Chief Executive Officer, M/S HPCL, Biofuels Ltd., NH-271, Road .- 3E, New Patliputra, Patna-800013 And Their workmen Sri Suraj Kumar, C/O- Rajnath Mishra, Post- Sugauli, P.S- Sugauli, Opp. Sugaili Railway Station, District- East Champaran (Bihar) – 845456.

For the management:- Sri Alok Kumar Sinha, Advocate.

For the workman:- Sri Chandra Shekhar Prasad, Advocate.

Sri Rajesh Sahay, Advocate.

Present:- **Manoj Shankar**

Presiding Officer,

Industrial Tribunal, Patna.

AWARD

Patna, dt- 19th August, 2024.

By the adjudication order no.- L-30012/34/2019-IR(M) New Delhi, dated- 25.07.2019 the Govt. of India Ministry of Labour New Delhi has referred under clause (d) of sub-section (1) and sub-section (2A) of section 10 of the Industrial Dispute Act, 1947, (hereinafter to be referred to as “ the Act”) the following dispute between the management of the Chief Executive Officer, M/S HPCL, Biofuels Ltd., NH-271, Road .- 3E, New Patliputra, Patna-800013 And Their workmen Sri Suraj Kumar, C/O- Rajnath Mishra, Post- Sugauli, P.S- Sugauli, Opp. Sugauli Railway Station, District- East Champaran (Bihar) – 845456 for adjudication to this tribunal.

SCHEDULE

“ Whether the demand vide letter dated 23.10.2018 of the workman Sri Suraj Kumar and others of HPCL, Biofuels Ltd. Sugauli for (a) Pay Revision & (b) Payment of allowance are proper, legal and justified? If yes, what relief they are entitled for? What directions, if any, are necessary in the matter?”

2. As per the statement of claim of the workmen, their case is that HPCL Biofuels Ltd. was incorporated in Oct. 2009 as a wholly owned subsidiaries of HPCL and set up integrated Sugar, Ethanol and Co-gen Power Plants by reviving two closed Sugar Mills namely Sugauli and Lauraya in the State of Bihar. Accordingly in the process of establishing its commercial production in the above locations, applications were invited for eligible candidates for their employment on different post vide employment news edition 21-27 Nov.,2009 and again vide employment news edition 21-27th August,2010. It is further asserted that in pursuance of both the advertisements these workmen applied for their required post as per their eligibility criterion, General Information and Instruction. It is further asserted that after scrutiny of the applications, they were called for written examination followed by interview as well and finally after medical test and police verification they were selected on their respective posts and all these workmen are given appointment letters and subsequently these workmen joined on their respective post on different dates as per appointment letters. It is further asserted that in both advertisements, the total post had been put in four salary slabs,

for the post of account clerk, store clerk, H.R clerk and purchase clerk the yearly salary was fixed 1.14 Lac to 1.25 Lacs. that shows initial they were required to be paid a sum of Rs. 9,500/- per month. Whereas for the post of Area cane supervisor, second class boiler, bagasse carrier attendant, attendant motor / tube well, boiling house fitter, electrician, wheel fitter, DCS operator, wear house step, instrument mechanic, Lab attendant, welder and peon, etc yearly salary as fixed @ Rs. 1.08 Lac to 1.25 Lacs. and accordingly they required to be paid salary of Rs. 9,000/- for the post of data processor / clerk the yearly salary was fixed @ Rs. 1.08 Lac to 1.15 Lacs. Accordingly this slab they were required to be paid a sum of Rs. 9,000/- P.M. For the post kamgar and weight bridge operator yearly salary was fixed 0.96 Lac to 1.08 Lacs. As per this slab they were required to be paid a sum of Rs. 8,000/- per month. It is further asserted that as per both the establishment there was a clause that the candidates appointed will be placed under probation of one year in their respective post / grade / pa scale but none of these workmen were paid as per their pay scale during the probation period. It is further asserted that in pursuance of clause 2 of appointment letter, salary was fixed much lesser than in pursuance of terms of those advertisements. For example as per advertisement, the salary of DCS operator @ Rs. 9,000/- per month, whereas in the appointment letter the starting basic salary was fixed Rs. 3500/- per month stating there in that the salary is under revision and the revised salary will be paid on confirmation of service. But even after confirmation of service of these workmen the basic salary was neither revised nor paid in pursuance of terms of advertisements. Hence these workman are entitled to get their basic salary as per the terms of advertisements from the date of joining till the probation period and thereafter they were entitled to get their salary with increment as per slab in the advertisements. It is further asserted that as per terms of the advertisements, these workmen were required to pay Industrial Dearness Allowance (IDA) and these workmen were also required to pay other applicable allowances and benefits admissible as per company rules enforced from time to time but none of these workmen were paid IDA applicable from time to time. It is further asserted that these workmen was paid in sum of amount of VDA. It is further asserted that these workmen were not permitted to see company rules which was applicable with respect to other allowances and benefits. It is further asserted that these workmen were paid house rent allowance (HRA), interim relief (IR) but only for few months. It is further asserted that neither any medical benefits is being provided to the workmen since their appointment nor and they were covered under the scheme of Employees Insurance Scheme (ESI). It is further asserted that on approach to the management by these workmen, they were asked during the probation period, the salary is under revision and on getting approval from the Head Office the basic salary with allowances and others benefits will be paid as per advertisements with arrear but nothing is complied by the management. It is further asserted that even after confirmation, neither the basic salary nor IDA and other allowances are being paid to these workmen as per the terms of advertisements. Even the benefits as mentioned as column no.- 7 of the advertisement was not paid any time as per company rules enforced from time to time. It is further asserted that even after several request, management company did not provide its company rules to these workmen. It is further asserted that these workmen from time to time agitated their issue before the management but their no grievances was redressed by the management. Ultimately these workmen vide letter dt- 23.10.2018 approached to ALC (C) Pakur where conciliation proceeding started on different dates. But management side did not give any reply / comments. Ultimately their dispute was referred by the appropriate Govt. to this tribunal.

3. On the other hand management side filed written statement stating therein, all the grievances as raised on behalf of the workmen and cause of action prayed therein is not maintainable and it is devoid of merits and not based on sound foundations / principles as the salary structure of all permanent non-management workers engaged in the company are governed by the policy decision of the Government which is an executive decision, enforced by the sugar wage board and all of them are being paid salary and wages as per the same since appointment without even slightest of deviations. It is further asserted that at the time of appointment all the details and intricacies related to salary structure were explained to the complainants (workmen) which have been endorsed b them to the company by acceptance letters and as such it can not been re-winded and back tracked as per one own sweet will, which the complainants has been done. It is further asserted that for the purpose of wage fixation in Sugar Industries, the wage board has grouped sugar production area into four regions, Bihar comes under North Zone along with Punjab, West Bengal, Uttar Pradesh and Assam. It is further asserted that in the light of U.P Notification, a Tripartite Agreement comprising Employer's and Employee's representative and Bihar Government was made on 07.02.1990, 06.11.1990, 04.06.1991, 07.01.2006 and on 07.04.2010 that any notification by U.P Government relating to monetary benefits for Sugar Mills workers will be applicable exactly the same way for the workers in Sugar Industries in Bihar. Accordingly Sugar wage revision is implemented in Bihar. It is further asserted that these Government notifications are applicable all Vacuum Pan Sugar factories of the state and also applicable of all workmen of sugar factories who are covered under the definitions of "workmen" in the Industrial Dispute Act. It is further asserted that as per settlement between Tripartite Standing Committee (Sugar), periodical revision of Sugar wage is done and notified by the Labour Commissioner, Govt. of Bihar for compliance to all sugar factories in Bihar, hence after confirmation salaries of all Non management employees were revised in accordance with revised sugar wage scales and further all other inclusive of Variable Dearness Allowance (VDA) and fixed allowance (FA) being parts under sugar wage structure are also been paid to all complainants (workmen). Here complainants raised their issue against the company on false propositions i.e fit to be dismissed. It is further stated that company, after completion of the selection process gave appointment letters to all the successful candidates including the complainant in which all clauses and scope of the work were mentioned including the salary structure which was readily accepted and duly acknowledge by them in the second copy of the letters. It is further asserted that all the parameters associated with the profile were brought in

black and white by the company and the offer of the company were duly accepted by the complainants without any undue influence hence their contention the company has played fraud and forgery with them, is totally wrong and denied and so relief as prayed by the workmen should not be entertained. It is further asserted that in both the advertisement published in the November 2009 and in August 2010 the payment of CTC was wrongly mentioned due to inadvertent clerical mistake of the company and after realization as per the guidance of the sugar wage board it was corrected and thus the grievance of the petitioners on this front should be dismissed as the company is totally governed by the policy of the sugar board (government) and can't deviate. It is further asserted that in the same advertisements Industrial Dearness Allowance(IDA) was mentioned under clause-7 however all the employees were actually being paid VDA as per sugar wage direction right after their appointments. During beginning of the employment of 1st batch itself the mistake was identified and addressed immediately by the company management and the actual salary payment to the employees recruited through 1st and 2nd advertisement, commenced with VDA as per sugar wage board. It is further asserted that in the appointment letter as well as in confirmation letter, only "Dearness Allowance" is written as opposed to the contention of the claimants at paragraph-8 showing IDA has been mentioned in the appointment letter i.e also based on false and frivolous ground. It is further asserted that from the time of appointment, the salary of the complainants were being paid according to the Sugar Wage Board as mentioned in the appointment letters and the components payable after confirmation are being done in accordance with Sugar Wage Board and out of the payable salaries only 12% of the employees PF contribution are been deducted as per EPF Act. It is further asserted that HRA and medical allowances are not the components of the Sugar Wage Structure. It is further asserted that the claim of the workmen they are not covered under ESI Scheme is wrong as per section 1 (4) of the ESI Act, 1948 applies to all the factories others than season factory. Therefore, HPCL being a seasonal factory is exempted from the said Act. It is further asserted that in the notification of dt- 30.09.2016 clause – 4(C) dealt categorically with the VDA and the same will be calculated on the basis of All India Consumer price index number (base year= 1960-100) and the VDA payable upto consumer price index number 4603 has been merged in the basic pay. It is further asserted that the calculation of VDA shall be made at the rate of Rs. 2.35 per point and the revision of VDA shall be made on quarterly basis on January 1st, April 1st, July 1st and October 1st every year and as per the instructions the same was being paid to the complainants. It has been further asserted that the claim of the complainants about non payment of medical facility also lacks substance as it has been dealt with clearly in clause 9 of the aforesaid notification. It is also asserted that company is duty bound to take care all its employees including the complainants and as a matter of fact they are being provided as medical rooms with necessary amenities and medicines hence the issue raised by the complainants have been take care of by the company in a most effective and efficient manner. It is further asserted that the averment of the complainants about non payment of bonus is wrong as all eligible employees the complainants have been paid bonus by the company for FY 2017-18 as per the provision of Payment of Bonus Act, 1965. It is further asserted that all the grievances and reliefs prayed for complainants have lucidly been taken care of by the company and have been dealt with comprehensive details in the written statement. Moreover, company have also given ample chance to the complainants following the principle of natural justice but they have raised grievances which should out rightly be rejected and dismissed as the reliefs prayed are not maintainable and it is devoid of merit.

4. In order to establish the claim of workmen, they examined altogether two witnesses namely Suraj Kumar (W.W-1) and Vivek Kumar (W.W-2). Besides oral evidence workmen sides filed some documents in connection with their claim i.e marked as Ext.:-

- (i) Ext.-W/1 Advertisement for the selection of different post in HPCL Biofuels of employment news edition 21-27.11.2009.
- (ii) Ext.-W/1-1 Advertisement for the post of HPCL Biofuels published employment news edition 21-27.08.2010.
- (iii) Ext.-W/2 Zerox copy of the appointment letters of all the 37 workmen shown from page- 15 to 151.
- (iv) Ext.- W/3 to W/3-19 Pay slip of all the 37 workmen showing from page 152 to 265.
- (v) Ext.-W/4 Complaint letter of dt- 23.10.2018 raised by the all the 37 workmen before the ALC (C) Pakur.
- (vi) Ext.-W/5 Photo copy of the notification issued from time to time with regards to the IDA by Central Government for public enterprises shown from page 269 to 372.
- (vii) Ext.-W/6 to W/6-36 Arrear chart as per claim of the 37 workmen shown from page 373 to 446.
- (viii) Ext.-W/7 Salary slip of Vivek Kumar of March 2011.
 - (a) Ext.-W/7-1 Salary slip of Suraj Kumar March 2011.
 - (b) Ext.-W/7-2 Salary sheet of Suraj Kumar Jan.2022.
 - (c) Ext.- W/7-3 Salary sheet of Vivek Kumar Jan. 2022.
- (ix) Ext.-W/8 Representation petition for the IDA and per other allowances given to the management by the 37 workmen.

- (x) W/8-1 Representation petition regarding IDA given by the workmen to the Chief Executive Officer.
- (xi) Ext.-W/8-2 Representation petition for non payment of actual salary and other allowances as per the advertisement letter dt- 08.10.2018 given to Human Resources Department (HRD) HPCL Sugauli

5. On the other hand management side examined altogether three witnesses namely Sanjay Kumar (M.W-1), Ramesh Kumar Mishra (M.W-2) and Abhishek Kumar Singh (M.W-3). Besides oral evidence management side filed some documents and get it marked as Exts:-

- (i) Ext.- M/1 Annual financial report 2018-19, 2019-20 (two page at page 7 & 8)
- (ii) Ext.-W/2 Flow chart of process follow of HPCL Biofuels shown of page 9 to 11.
- (iii) Ext.-M/3 Group Personnel Insurance of employees of HPCL Biofuels (page 12 to 14)
- (iv) Ext.-M/4 Letter of dt- 20.04.2016 issued by CEO to Ministry of Petroleum of Natural Gas and its reply to the permanent employees of HPCL sent by CEO shown at page 15 & 16.
- (v) Ext.-M/5 HR policy of HPCL page 19 to 45.
- (vi) Ext.- M/6 Appointment letter of dt-31.12.2010 issued to Suraj Kumar, by Chief Executive Officer.
- (vii) Ext.-M/7 Order of the Hon'ble High Court Madras dt-28.02.2011 passed in W.P No.-45431 of 2006.

6. Now this tribunal securitizes the evidence of workmen Sri Suraj Kumar (W.W-1) who is employee of HPCL Biofuels at Sugauli who supported all the averments as stated in statement of claim from the 37 workmen in examination-in-chief. He further stated that HPCL Biofuels Ltd was incorporated in October 2009 as wholly owned subsidiary company of HPCL and set up for integrated Sugar, Ethanol, Co Zen Power plant by reviving 2 closed Sugar Mills Sugauli and Lauriya in the State of Bihar. This witness further stated that he HPCL invited application of eligible candidates by publishing advertisement for different post twice in employment news edition 21-27.11.2009 and 21-27.08.2010 and proved the same as Ext.-W/1 & W/1-1 respectively. This witness further stated that all the workmen applied on their require post as per eligible criterion general information and instruction of the advertisement. This witness further stated that after appearing in written examination followed by interview and medical test and police verification all the 37 workmen were selected on their respective post and they were given appointment letters by the workmen. This witness further stated that all the 37 workmen joined with objection on their respective post on different dates as per appointment letters proved as Ext.-W/2. This witness further stated about the salary slab of different category as mentioned in the both the advertisement. This witness further stated that in both the advertisement there was a clause that the candidates appointed will be placed under probation for one year in their respective post / grade / pay scale but none of the workmen were paid as per their scale during the probation period rather the management mentioned in clause-2 of the appointment letter a lesser salary than in pursuance of terms of advertisement published in employment news. This witness further stated that even after confirmation of the service basic salary was not revised as per the terms of advertisement published in the employment news, however all the workmen are entitled to basic salary as per terms of the advertisement. This witness further stated that the management did not pay any IDA to the workmen as per terms of the advertisement rather some amount in the name of VDA has been paid to the workmen and company rules was never shown by the management to the aggrieved workmen. This witness further stated that workmen were paid HRA and IR (interim relief) only for few months but neither the medical benefits was provided nor they are covered under ESI. This witness further stated that when they raised their grievances before the management they have told by the management, salaries is under revision and on getting approval from the head office, all the basic salary and other allowances will be paid at the terms of advertisement. This witness further proved the salaries and other allowances sheet of all the category of the workmen from January 2011 to July 2019. This witness further proved the pay slips of all the category of 37 workmen from January 2011 to July 2019 i.e marked as Ext.-W/3 to W/3-19. This witness further stated that all the workmen from time to time agitated the matter before the management for their basic salary and other allowances not given as per given terms of advertisement but they were unheard ultimately they raised their grievances before the ALC (C) Pakur on 23.10.2018 and this witness proved the complaint of dt- 23.10.2018 filed before the ALC(C) Pakur as Ext.-W/4. This witness further stated that management side did not ready to redress the grievance of workmen as raised before the conciliation officer then our matter is referred to this tribunal. This witness further proved the photo copy of the notification issued from time to time with regard to IDA by the Central Government as Ext.-W/5. This witness further proved the accrued arrears of all the workmen on the basis of the terms of advertisement as Ext.-W/6 to W/6-36. This witness further stated that plea taken by the management side in its written statement is baseless and in correct as salary and wages as per Sugar Industries does not applicable to this Industries. This witness further stated that neither the Executive decision of the Government can be enforced by Sugar Wages Board nor any agreement comprising his employer and employee representative of Sugar Mills workers can be applicable to this industries. This witness further stated that the plea taken by the management in its written statement regarding wrong mentioning of CTC in advertisement is totally false and baseless. This witness further stated that the appointment letter given to the workmen are contrary to the terms of both the employment news moreover, HPCL Biofuels Ltd is not a seasonal

factory and so the plea taken by the management regarding application of rules and regulation salary structure and other benefits is totally incorrect and baseless.

In cross-examination this witness categorically admits that in para-21 that he is doing work of DCS operator. He used to discharged the duties of eight hours shift wise. This witness also admits in para-12 that there is leave of 10 CL, 16 EL, and 12 SL (Special leave) applicable in the factory duty. This witness further admits that he is deposing on behalf of all the workmen whose issue are here in this case for adjudication. This witness categorically admits in para-23 of the cross-examination that he received the appointment letter from HPCL Biofuels Ltd i.e Subsidiary units of HPCL. This witness further admits that in para-29 of the cross-examination that he put his signature on the appointment letter after going through the terms and condition annexed with the appointment letter. This witness further stated in para-30 of the cross-examination he raised the issues of all the workmen regarding non payment of IDA, medical allowances, HRA and Misc. allowances as per advertisement. This witness further admits in para-31 of the cross-examination that basic salary VDA and FA are mentioned in the salary slip but he also claims regarding washing allowances, Mobile Allowances and travelling allowances. This witness further admits in para-35 of the cross-examination that whatever the salary slip issued by the company to the workmen they got increment after confirmation. In para-36 of the cross-examination this witness categorically stated that they raised their grievances before ALC (C) Pakur on 23.10.2018 for the first time before that they were always alarmed to the Board but they were always assured to redress the grievances but it was not done by then CEO Sexana Sahab. In para-39 of the cross-examination this witness admits that in the advertisement nothing is mentioned about HRA but salary slab was shown. In para-41 of the cross-examination this witness categorically stated that his Ext.-W/5 described about IDA notified by the Central Government for the time to time and all the workmen made claim of IDA on that basis. In para-42 of the cross-examination this witness categorically stated that the salary slips he filed of all the workmen does not disclose about HR. In para-43 this witness categorically stated that whatever the medical allowance should be given by the company i.e not being complied. This witness categorically admits in para-45 of the cross-examination HPCL Biofuels does not Govern under Sugar Board. In para-47 of the cross-examination this witness categorically admits when he joined HPCL Biofuels he was getting Rs. 6625/- salary after deduction and now he is receiving Rs. 18300/- per month.

7. W.W-2 Vivek Kumar is one of the workman whose dispute is under this reference also supported the grievances of 37 workmen as asserted in their statement of claim. He also fully corroborated about the details of the two advertisement by which all the 37 workmen after appearing in the written examination followed by interview, they were selected on their respective posts. This witness further stated that he was appointed on the post of Data Processer cum Clerk on 09.11.2010. This witness also supported the slab of salary of different posts that was advertised through two advertisement. This witness further supported that as per advertisement salary of DCS Operator was Rs. 9000/- P.M where as in the appointment letter the starting salary was fixed Rs. 3500/- P.M stating therein that the salary is under revision that will be paid on confirmation of service. This witness further stated that even after confirmation of service neither he nor other workmen got revised salary in terms of both advertisement published in employment news. So all the workmen are entitled to get basic salary as per salary slab given in advertisement. This witness thoroughly corroborated the whole version of Suraj Kumar W.W-1 in his examination-in-chief. This witness proved his salary slip of March-2011 and January-2022 i.e marked as Ext.-W/7 and W/7-3 respectively. This witness also proved the salary slip of Suraj Kumar of March-2011 and January-2022 as Ext.-W/7-1 and Ext.-W/7-2. This witness further proved the application regarding D.A submitted by all the 37 workmen to the management in year 2016, 2017 and 2018 i.e marked as Ext.- W/8, W/8-1, W/8-2 respectively.

In cross-examination this witness admits in para-15 he is still posted on the post of Data Processor in HPCL Biofuels i.e sister concern of HPCL. In para-19 of the cross-examination, this witness categorically admits that HPCL manufacture ethanol, electric power generation, and sugar. Sugar is the main source for production of the ethanol. In para-22 of the cross-examination this witness categorically stated that his grievances is related to the salary, IDA, as per the advertisement published in employment news and in para-23 this witness categorically stated that whatever the salary slab was advertised in employment news payment of salary was not given by the management and besides this their grievances is also related with VDA, HRA and Medical allowance. In para-28 of the cross-examination this witness categorically stated that there is enhanced in the salary from the initial appointment but it is not enhanced to the actual proportion that ought to be given by the management to the workmen. This witness categorically admits in para-30 of the cross-examination that initially they received V.D.A, H.R.A and M.Abut it was stopped later on for which they raised grievance in the year 2015-16. This witness also stated that management always assured to redress their grievance but nothing is done then they raised the dispute before the Industrial Tribunal. In para-35 of the cross-examination this witness categorically stated that he does not know whether HPCL Biofuels come under the sugar board.

8. Now this tribunal securitizes the evidence of management side out of them M.W-1 Sanjay Kumar who is HR Officer at HBL Lauriya Unit. Who stated before this tribunal that the grievances of the workmen are salary paid to them at the time of joining less than the amount as stated in the advertisement,. V.D.A is being paid in place of I.D.A, Dearness allowance, H.R.A are not being paid, no Medical Allowance facility is given and workmen are not covered under the ESIC scheme. This witness further stated that Sugar factories Sugauli and Lauriya were taken over by the

HPCL in the year-2009 and for working of the two Sugar factories, a separate subsidiary company i.e HPCL Biofuels was incorporated by HPCL. This witness further stated that the HR of the HPCL framed the notice inviting applications from desirous candidates for the non-management work. This witness further stated that company has consistently cared for its workmen and always gave salaries and other perquisites as allowed by the Sugar Wage Board from time to time. This witness further stated that nearly 80-85% of the company's jobs is the production of Sugar for which the workmen are also engaged and hardly 15-20% of the output goes into the production of Ethanol. This witness further stated that production of sugar is seasonal in nature which merely goes for only 2-3 months but company is paying its workmen salary for the entire year. This witness further stated that as per notification of Sugar Wage Board salary is being paid and as per section 1(4) of the Employees State Insurance Act, 1948 all the seasonal factories are exempted. This witness further stated that company is giving proper salary and VDA and fixed allowances as per notification of Sugar Wage Board. This witness further stated that the grievances of workmen they have never been shared about the HR policy of the company is quite wrong because i.e available on the website. This witness further stated that company has also consistently revising the salary of all its workmen and they are all drawing a decent salary. Since all the workmen are the native of same area they have own house and accommodation so they do not require any HRA. This witness further stated the grievances of the workmen are false and frivolous. This witness further proved the financial position of HPCL Biofuels of the year 2019-20 signed by the Director i.e marked as Ext.- M/1. This witness also proved the process flow chart of HPCL Biofuels i.e in three pages marked as Ext.-M/2. This witness further proved the group personnel insurance of the employees taken from the Oriental Insurance Company i.e in three pages marked as Ext.- M/3. This witness proved the letter of dt- 20.04.2016 issued by company to the Secretary of Ministry of Petroleum and Natural Gas, regarding grievances of I.D.A i.e marked as Ext.-M/4. This witness further proved the HR policy of the HPCL Biofuels i.e 27 in pages marked as Ext.-M/5. This witness further stated that company is giving VDA its employee instead of I.D.A.

In cross-examination this witness categorically stated that in para-18 that there are two types of the employees in his company one management employees and another non-management employees. Seasonal employees are also covered under non-management employees. In para-19 this witness categorically stated that the selection process of non-management employees or seasonal employees is same but at the same breath in para-21 this witness stated he does not know the selection mode of the seasonal employees. This witness categorically denied that the documents Ext.-M/3 is forged but he admits that there is no seal of management and Oriental Insurance Company on the document because it is computer generated documents. In para-31 of the cross-examination this witness categorically stated that HPCL Biofuels Ltd is the subsidiary company of HPCL but HPCL is not the controlling company of the employees HPCL Biofuels. In para- 34 of the cross-examination this witness categorically stated that there is no control of HPCL on the management employees non-management employees and seasonal employees of HBL. This witness categorically stated in para-35 of the cross-examination he has no knowledge about written statement of the company filed here and in para-39 this witness adjusts that workmen whose grievances is under this reference are employees of HPCL Biofuels.

9. M.W-2 Ramesh Kumar Mishra is the manager HR head quarter of the HPCL Biofuels Ltd also tried to support the version of M.W-1 in examination-in-chief and also proved the documents already got Extd. by the M.W-1 in his evidence.

In cross-examination this witness admitted in para-16 that HPCL Biofuels is the registered company but he can't say whether in copy of registration is submitted before this tribunal or not. In para-23 this witness categorically admits that HPCL Generated Power for its factory only. In para-24 of the cross-examination this witness stated that Ethanol and production of electricity is based on the Bio product of the Sugar cane. In para-29 of the cross-examination this witness admits that the documents of insurance company (Ext.-M/3) is not authenticated by the management and in para- 30 this witness admits that no paper submitted from the management for the period of grievances as raised by the workmen.

10. M.W-3 Abhishek Kumar is Senior Project Engineer of HPCL Biofuels at Sagauli who also tried to support the version in his examination-in-chief what is already stated by M.W-1 and M.W-2 in their evidence. There is no difference at all in the evidence of all the three witnesses. This witness further stated that HBL has incurred a loss of around Rs. 783 crores in the last 10 years. This witness also stated that as per the letter of appointment it is mentioned D.A and other allowances but no I.D.A is mentioned in the appointment letter and the company is providing all types of allowances as fixed and revised by Sugar Wage Board from time to time. This witness further stated that HPCL is involved in the sugar cane for the production of sugar and the production of finished goods through biproducts. This witness also stated that the grievances of the workmen are false and frivolous. This witness categorically stated in para-9 that appointment letter of Suraj Kumar is issued on 31.12.2010 signed by B. Rajesh CEO (Chief Executive Officer) and proved the same as Ext.-M/6. This witness also proved the judgement of the Hon'ble Madras High Court dt- 28.02.2011 passed in W.P No.- 45431 of 2006 as marked Ext.-M/7.

This witness admits in para-12 of the cross-examination HPCL Biofuels is the subsidiary company of HPCL and it is fully owned subsidiary company. In para-25 of the cross-examination this witness stated that Ext.-M/6 the appointment of letter of Suraj Kumar denotes salary description and it is based on the advertisement notification. In para-26 of the cross-examination this witness categorically stated that Ext.- W/1-1 the appointment letter issued on

the basis of advertisement where the salary of DCS operator is shown as 1.08 to 1.25 Lac i.e under cost of company CTC (Cost to Company). In para-28 of the cross-examination this witness categorically stated that he can't say as per Ext.-W/1-1 workmen did not get payment. In para- 31 this witness admits that employee gets salary of 12 months on their respective post whether factory is operational or not. In para-33 this witness admits that HPCL is not registered under sugar industry.

11. It is argued on behalf of the workmen that this reference is related to the demand letter dt- 23.10.2018 of the 37 workmen of HPCL Biofuels, Sugauli and Lauriya regarding their pay revision and payment of allowances. It is further argued that it is evident from Ext.-W/1 and Ext.-W/1-1 HPCL after acquisition of two sugar factory Sugauli and Lauriya for the production of Ethanol and power plant through its subsidiary company incorporated as HPC Biofuels Ltd, and they invited application for employment for different posts vide employment news 2009 and 2010. It is further argued that all the 37 workmen also participated in the examination of different posts and after taking selection in written examination followed by interview they were verified through medical test and finally they were declared successful and company issued appointment letters to these workmen for their respective post. Ext.-W/2 series is the appointment letters issued to the workmen but on the plain reading of the appointment letter the terms and condition of their employment differs as mentioned in the advertisement. At that time all the workmen protested on receiving the appointment letter then management assured them the present salary is under revision they will be paid after the confirmation of service but even after confirmation their salary is not revised as per terms of advertisement then the workmen reported their demand to the CEO in Novemebr-2014 & June-2016. It is further argued that when management did not take any positive step on the grievances of the workmen, workmen preferred CWJC No.- 2930 of 2017 but it was withdrawn with liberty to exhaust their departmental remedies then the workmen raised their dispute before the Assistant Labour Commissioner (C) Patna on 23.10.2018 but management side did not arrived for any settlement then the appropriate Govt. referred the dispute of all the workmen to this tribunal. It is further argued that management side raised this issue at the time of advertisement there was no relationship of these workmen with the management but this contention of the management is not at all applicable because when once applications are invited through advertisement on different post the participants of that selection process is connected with the management on getting finally selected. It is further argued that Ext.-W/4 the demand letter dt-23.10.2018 that shows that inspite selection followed by the assurance given by the management, the workmen was not being paid in accordance with terms of advertisement then grievance was raised by the workmen before appropriate authority but they were unheard by the officers of the management on different dates. It is further argued by the learned counsel of the workmen that the contention of the management side, once the appointment letter is accepted by the workmen they can't raise dispute regarding revised salary and of other allowances but the facts is, right from receiving the appointment letter, all the workmen protested regarding their wages and allowances that was not as per terms of advertisement. At that time management assured the workmen this is under revision and they will receive revised wages and allowances on confirmation of service that is also written in the appointment letters (Ext.-W/2 series). It is further argued that the witness M.W-1 categorically admitted in his evidence HPCL Biofuels Ltd is subsidiary company of HPCL. M.W-3 also admits the workmen have been appointed on their respective post are being paid accordingly for all 12 months whether factory is operational or not. This witness also admits that HPCL Biofuels Ltd is not registered under sugar industry. It is further argued that both the witnesses of the workmen side thoroughly establish their claim regarding revised pay and allowances not being given by the management company as per terms of advertisement and there is nothing in their cross-examination that could discard their evidence regarding the dispute as raised. It is further argued that management side failed to disclose why the workmen was not given salary and allowances as per terms of agreement. Thus workmen side thoroughly establish their claim through oral and documentary evidence and they are entitled for the salary and allowances as per terms of advertisement right from confirmation of service.

12. On the other hand it is argued from the management side the reference case can only be adjudicated with respect to 30 workers who have signed the demand letter dt-23.10.2018 i.e Ext.-W/4. However, workmen side filed the statement of claim on behalf of 37 workers that can't be permitted. It is further argued that Sugauli Unit of Biofuels Ltd was not established and under commercial production as on dates of two advertisements 21-27 Novemeber,2009 and 21-27 August, 2010 ie. Ext.- W/1 & W/1-1. At that time industry was not in existence the two advertisement clearly stated that Sagauli Unit was in the process of being established and the plant was expected to commence production in November,2010. It is well settled law that if the "industry" is not in the existence then no 'industrial dispute' can be arise. It is further argued that at the time off two advertisement there was no employer -employee relationship with the management and workmen so dispute arising out on the basis of two advertisement can not be said as an industrial dispute. It is further argued that appointment letters i.e Ext.-W/2 is the contract of employment with the workmen. It is further argued that the dispute referred for adjudication arises of two advertisement and the alleged right based on the two advertisements are being sought to be enforced which can not be done under provision of Industrial Dispute because on the dates when these two advertisements were published, there did not exist any 'contract' of 'employment' with the workmen. So the claim of the workmen does not arise on the basis of two advertisements. It is further argued that when the workmen accepted the appointment letters where terms and conditions of their employment is clearly mentioned and subsequently raising dispute of pay revision and allowances can't be entertained. It is further argued that as per the appointment letter the workmen are getting salary and allowances as per their contract of employment, moreover, they never protested or raise any objection or refused the

appointment letter stating, they are not been paid as per advertisement. So they should be stopped from making such claim. It is further argued that the claim of the workman is stale claim because they have joined their services between October 2010 to January-2011 (Exts.- W/2 series) and since then they are regularly receiving their salary and allowances as per their agreed contract of the employment and now after eight years they have raised their dispute vide demand letter dt- 23.10.2018 can't be qualify as an Industrial Dispute. It is further argued that only two workmen turned up for evidence so why the other workmen did not come for evidence reasons based known to them. Not turning up for evidence by other workmen take advantage on the basis of evidence given by two workmen. It is further argued that no worker came forward to disclose the exact amounts of their claim rather the two witness gave their evidence without any basis because no calculation has been shown. It is further argued that the workmen have wrongly interpreted concept of CTC (Cost to Company) contained in the advertisement. The concept of CTC is terms for total salary package of an employment it indicates the total amount of expenses a company spends on an employee during one year. Workmen side wrongly interpreted to mean "basic salary". It is further argued that in place of I.D.A workers are being paid VDA which has been admitted by the W.W-1 & W.W-2 in their evidence. So claim of the I.D.A by the workmen is baseless. It is further argued that in the two advertisement, it was clearly mentioned that other applicable allowances and benefits will be admissible as per company rules framed from time to time. It is further argued that both the workmen W.W-1 & W.W-2 stated they have not been paid medical allowance, fixed allowances or other any allowances but the facts is these kinds of allowances were never proposed to be paid in the two advertisement. It is further argued that both the workman witness admitted in their evidence their salary has been increased after confirmation, so the claim of not getting the revised pay is not correct because workmen side failed to place any authentic evidence as how much salary should have been increased and management has not increased the same. So the claim of the workmen are baseless and so it should be rejected.

13. In order to suffice the contention of the argument the management representative relied some rulings in connection with his argument " if there is no existence of industry no Industrial dispute can be raised." As it is reported in AIR 1970 (80) (1407) to apply the notification, the condition precedent for the existence of an industry has to be satisfy. As in the instant case at the time of advertisement there was no existence of the industry of HPCL Biofuels. The management relied on the ruling in 2006 (3 CLR 298) in connection with, "when the workmen accepted the appointment letter by putting their signature that is indicative they have waived the benefits given in the two advertisements so they should be estopped of making claim on the basis of two advertisements." In connection with stale claim the management side relied on the ruling 2011 (2) PLJR 145, By this ruling management tried to establish the matter of the workmen was of the year 2010, 2011 but they raised dispute for the first time before the appropriate authority in year 2018. So their claim is delayed by seven years without any proper justification.

14. This tribunal finds that workmen side has filed accrued arrears chart of all the 37 workmen on the basis of salary slabs details in the two advertisement on which basis they have been appointed after selection i.e (Ex.-W/6 Series). So before discussing regarding their grievances of basic salary, VDA, HRA, MA, and other allowances as per their letter of demand (Ext.-W/4) and on the basis of the pay slips of the 37 workmen of different categories as filed shown in Ex.-W/3 Series, it is necessitated to draw a chart showing the list of workmen as per their arrears claim Ex.-W/6 Series that is as under :-

Sl. No.	Name of the workmen	Post	Basic Salary as per per appoint-ment letter	Page as per Statement of Claim of Workmen With Annexures.	Salary Slip of Workmen With Exts. (Exts.- W/3 Series)	Proposed Accrued Arrears of salary & Allowances As per salary Slab of All 37 Workmen (Ext.-W/6 Series)	Pages As per Arrear Chart Of Exts. -W/6 Series.
1	2	3	4	5	6	7	8
1.	Vikash Kr.	Area Cane Supervisor.	Rs. 3800/-	18 to 21	Rs.12287/- Ext.-W/3-1 P-158 to 163.	Ext.-W/6-2	377to378

2.	Keshav Kr.	” ”	Rs. 3800/-	30 to 33	-----	Ext.-W/6-1	375to376
3.	Vijay Kumar Mihra	” ”	Rs. 3800/-	88 to 90	-----	Ext.-W/6-25	423 to 424
4.	Mirinal Kr. Srivastava	” ”	Rs. 3800/-	95 to 94	-----	Ext.-W/6-23	419 to 420
5.	Imran Khan	” ”	Rs. 3800/-	95 to 98	-----	Ext.-W/6-24	421 to 424
6.	Ritesh Kr. Jha	Kamdar	Rs. 3500/-	60 to 63	-----	Ext.-W/6-22	417 to 418

Sl. No.	Name of the workmen	Post	Basic Salary as per appoint- ment letter	Page as per Statement of Claim of Workmen With Annexures.	Salary Slip of Workmen With Exts. (Exts.- W/3 Series)	Proposed Accrued Arrears of salary & Allowances As per salary Slab of All 37 Workmen (Ext.-W/6 Series)	Pages As per Arrear Chart Of Exts. -W/6 Series.
1	2	3	4	5	6	7	8
7.	Saket Pandy	” ”	Rs. 3500/-	80 to 83	-----	Ext.-W/6-20	413 to 414
8.	Rakesh Kr. Yadaw	” ”	Rs. 3500/-	103 to 106	-----	Ext.-W/6-21	415 to 416
9.	Kamleshwar Pd. Srivastava	” ”	Rs. 3500/-	133 to 136	-----	Ext.-W/6-18	409 to 410
10.	Bindabon Pramanick	” ”	Rs. 3500/-	137 to 139	-----	Ext.-W/6-19	411 to 412
11.	Sujit Kumar Singh	Lab. Attendant -/Peon/ Kamdar	Rs. 3500/-	140 to 143	-----	Ext.-W/6-32	437 to 438
12.	Dhiraj Kr.	” ”	Rs. 3500/-	144 to 147	-----	Ext.-W/6-31	435 to 436
13.	Naresh Kr.	” ”	Rs. 3500/-	148 to 151	-----	Ext.-W/6-29	431 to 432
14.	Suraj Kr.	DCS Operator	Rs. 3500/-	15 to 17	Rs.11990/- Ext.-W/3 Page-152 to 157 Ext.-W/7 to Ext.-W/7-2	Ext.-W/6-6	378 to 379

					P-447 to 449		
15.	Vijayendra Pratap Narain Singh	” ”	Rs. 3500/-	40 to 43	Rs.11870=00 Ext.-W/3-5 P-180 to 186	Ext.-W/6-33	439 to 440
16.	Upendra Kr.	” ”	Rs. 3500/-	57 to 59	Rs.11990=00 Ext.-W/3-10 P-208 to 210	Ext.-W/6-35	443 to 444
17.	Shiv Pd. Pandey	Fitter	Rs. 3650/-	44 to 46	Rs.12228=00 Ext.-W/3-6 P-187 to 192	Ext.-W/6-12	397 to 398
18.	Chandan Kishore Baitha	” ”	Rs. 3650/-	84 to 87	Rs.12228=00 Ext.-W/3-15 P-236 to 241	Ext.-W/6-11	395 to 396
19.	Santosh Kr. Pd. Srivastava	” ”	-----	-----	-----	Ext.-W/6-13	399 to 400
20.	Dipu Kr. Srivastava	Attendant (Motor/Tube Well Attendant)	Rs.3500/-	64 to 66	Rs.11990=00 Ext.-W/3-11 P-211 to 217	Ext.-W/6-30	433 to 434
21.	Sunil Kr.	” ”	Rs.3500/-	107 to 110	Rs.11990=00 Ext.-W/3-16 P-242 to 247	Ext.-W/6-27	427 to 423
22.	Niraj Tiwary	Welders	Rs.3650/-	51 to 53	Rs.12228=00 Ext.-W/3-8 P-199 to 204	Ext.-W/6-10	393 to 394
23.	Sonu Kr. Paswan	” ”	Rs.3650/-	129 to 132	-----	Ext.-W/6-19	391 to 392
24.	Ashok Kr. Paswan	Electrician	Rs.3800/-	68 to 71	Rs.12411=00 Ext.-W/3-12 P-218 to 223	Ext.-W/6-15	403 to 404
25.	Ramprit Prajapati	” ”	Rs.3800/-	76 to 79	Rs.12411=00 Ext.-W/3-14 P-218 to 223	Ext.-W/6-14	401 to 402
26.	Rajesh Baitha	Bagasse Carrier Attendant/- -(Feed Pump Attendant)	Rs.3500/-	72 to 75	Rs.11990=00 Ext.-W/3-163 P-242 to 247	Ext.-W/6-3	379 to 380
27.	Neeraj	” ”	Rs.3500/-	99 to 102	-----	Ext.-W/6-34	441 to 442

	Kr.Roy						
28.	Niraj Kr.	Weight Bridge Operator	Rs.3500/-	111 to 113	Rs.11990=00 Ext.-W/3-19 P-242 to 247	Ext.-W/6-36	445 to 446
29.	Navin Kr. Mishra	Finance Clerk	Rs. 3650/-	22 to 25	Rs.12228=00 Ext.-W/3-2 P-164 to 167	Ext.-W/6-8	389 to 390
30.	Chandan Kr	HR/- -General Clerk	Rs. 3650/-	26 to 29	-----	Ext.-W/6-26	385 to 386
31.	Satendra Pd Kushwaha	Purchase Clerk	Rs. 3650/-	43 to 36	Rs.12228=00 Ext.-W/3-3 P-168 to 173	Ext.-W/6-5	383 to 384
32.	Ramesh Kr. Singh	WH/Clerk (Store- -Clerk)	Rs. 3650/-	37 to 39	Rs.12228=00 Ext.-W/3-4 P-174 to 179	Ext.-W/6-7	387 to 388
33.	Jinny Issac	2 nd Class Bioler Attendant- Cum- Firman	Rs. 3500/-	47 to 50	Rs.11990=00 Ext.-W/3-7 P-193 to 198	Ext.-W/6-4	381 to 382
34.	Sharan Piyush	Ware House Staff/- Helper	Rs. 3500/-	54 to 56	Rs.11990=00 Ext.-W/3-79 P-205 to 207	Ext.-W/6-26	425 to 426
35.	Pankaj Kr. Keshri	Weight Bridge Operator	Rs. 3500/-	118 to 121	Rs.11990=00 Ext.-W/3-18 P-254 to 259	Ext.-W/6-29	429 to 430
36.	Amit Kr. Tiwari	Instrumenta- -tion Mechnic	Rs. 3800/-	122 to 124	Rs.12411=00 Ext.-W/3-17 P-248 to 253	Ext.-W/6-16	405 to 406
37.	Vivek Kr.	Date Processor-			Rs.12622=00 Ext.-W/7-3 P-450	Ext.-W/6-17	407 to 409

15. Considering the facts and materials available on the record as discussed above and submissions as advanced on behalf of both the sides, this tribunal finds that this claim was raised by Suraj Kumar and 36 workmen of HPCL Biofuels Ltd, Sugauli vide their demand letter dt- 23.10.2018 (Ext.-W/4) for not getting the salary and allowances as per advertisement published in the employment news edition 21-27.11.2009 and 2nd time 21-27.08.2010 (Ext.-W/1 & W/1-1) the basis of their core issue is demand letter of dt- 23.10.2018 (Ext.-W/4) by which all 37 workmen raised their dispute before the ALC (C) Pakur. The demand letter dt-23.10.2018 (Ext.-W/4) shows the aggrieved workmen brought attention of ALC (C) Pakur they have appeared in the written examination on different posts as per advertisement published in employment news in the year 2009, 2010 wherein the salary slabs of different post was also shown in the two advertisements and they were given appointment letters with the endorsement salary under revision and they will get it on confirmation but after confirmation all the workmen did neither received salary as per the advertisement nor they have been provided any kind of allowances. They also raised issue even after working of eight years in the management company, workmen neither got any promotion nor any bonus however, they used to make communication with the management by making complaint but nothing is done by the management. On this issue, the management sides argued that the demand letter of dt- 23.10.2018 does not disclose the real issue as the workmen side raised in their statement of claim but on close scrutiny of the demand notice of dt- 23.10.2018 (Ext.-W/4), it is evident that the workmen has raised their grievances for not getting the salary as per advertisements of 2009 and 2010 (Ext.W/1 & W/1-1) rather they have given appointment letters showing lesser salary with note

salary is under revision and they will be given after confirmation. So this tribunal does not find any force in the contention of the management nothing is clear from the demand notice of dt-23.10.2018 (Ext.-W/4). This tribunal finds that out of 37 workmen two workmen Suraj Kumar (W.W-1) & Vivek Kumar (W.W-2) have fully supported the claim of all workmen in their evidence about not getting the actual salary as per advertisement rather they have been given lesser salary mentioned in the appointment letter (Ext.-W/2 series). Both the workmen also supported his fact that the appointment letters of all the 37 workmen i.e(Ext.-W/2 series) indicates regarding salary i.e lesser to the salary slab given in the advertisement with note salary is under revision and revised salary will be paid on confirmation of service. Both the workmen also supported this fact that even after confirmation their salary is not revised as per advertisement and they also did not get IDA and other allowances as per the advertisement. The advertisement Ext.-W/1 that was published in the edition 21-27.11.2009 of employment news in which HPCL Biofuels is shown as wholly owned subsidiary company of HPCL advertised for the six posts including data processor cum clerk in which salary slab of data processor was 1.08 to 1.15 Lac. per year inclusive all. It is also shown in the advertisement (Ext.-W/1) besides basic pay candidates will also be paid IDA @ applicable rates and other allowances and benefits will be admissible as per company rules in force from time to time. Advertisement of edition 21-27.08.2010 of employment news advertised for the 46 posts shown the salary slab of different post and it is also mentioned in the said advertisement besides basic pay candidates will also be paid IDA at the applicable rate. Other applicable allowances and benefits will be admissible as per company rules in force from time to time. W.W-1 Suraj Kumar appointed DCS Operator whose basic salary was fixed Rs. 3500/- per months as per salary slip and appointment letter. The salary slip of Suraj Kumar of March-2011 produced by workmen side (Ext.-W/7-1) shows that Suraj Kumar DCS operator got basic salary Rs. 3500/- VDA Rs. 2930/-. But in the second column of the pay slip shows that head earning in which Basic amount Rs. 3387.10, V.D.A- Rs. 2835.48Ps., F.A- 171.29Ps., Interim Relief- Rs. 338.71Ps., Medical Allowance- Rs. 87.10Ps., H.R.A- Rs. 338.71Ps, total amount of Rs. 7158.30Ps, and pay slip also shows deductions of Rs. 747.00Ps thus Suraj Kumar received net salary Rs. 6411.30Ps this pay slip shows that in the March-2011 Suraj Kumar (W.W-1) was receiving fixed allowance interim M.A & H.R.A but later on only basic V.D.A & F.A was being paid by the company to the workman Suraj Kumar (W.W-1) that is evident from his pay slip for the months of January-2022 showing Basic Rs. 12622.00, V.D.A- Rs. 8168.35, and in second column under of earning basic Rs. 10993.35, V.D.A- Rs. 7114.37, and F.A- Rs. 47.90, and after deduction of P.F- Rs.2173.00 net salary was given to Suraj Kumar Rs. 15,982.62. The issue raised by the workmen side after few month's of their appointment, they were not getting M.A & H.R.A is established by salary slip of January-2022 filed by the Suraj Kumar (Ext.- W/7-2). As per the pay slip of March-2011 of workman Suraj Kumar (Ext.-W/7-1) he was getting 83.71% of the basic salary as V.D.A however, as per pay slip of January-2022 (Ext.-W/7-2) Suraj Kumar was getting V.D.A 64.71% of the basic it shows that D.A is slashed, however V.D.A relates to the price index, why % of V.D.A to the basic went down, it is not reported by the management i.e a matter of great concern and it is related to the demand notice given by the workmen side. Witness Vivek Kumar W.W-2 also filed his two pay slips one of March-2011 (Ext.-W/7) and second pay slip of January-2022 (Ext.- W/7-3). Pay slip of March-2011 shows that Vivek Kumar was getting basic Rs. 3650.00 and V.D.A- Rs. 2930.00, but in the second column of pay slip under earning head his basic shown Rs. 3650.00, and V.D.A- Rs. 2930.00, F.A- Rs. 55.00, interim relief- Rs.350.00, M.A- Rs. 40.00, H.R.A- Rs.365.00.As per pay slip Vivek Kumar (W.W-2) was getting V.D.A- 80.27% to his basic and 10% H.R.A to his basic but he received M.A only Rs. 40.00, however, Suraj Kumar whose basic was lesser than Vivek Kumar but he received M.A Rs. 87.10Ps. this anomaly in fixing M.A does not look sound and concrete, why the lesser basic paid worker was given more medical allowance to the higher basic paid worker these discrepancy in paying different M.A to different grade workers is also not reported by the management to this tribunal. This also supported the grievance raised by the workmen regarding medical and other allowance and V.D.A. Workman Vivek Kumar has applied for the post of Data Processor cum Clerk as per the advertisement published in the edition 27.11.2009 of employment news as per advertisement salary slab was shown 1.08 to 1.15 Lacs per annum, like wise Suraj Kumar W.W-1 who applied for the post of DCS operator as per advertisement of 21-27.08.2010 in employment news and as per advertisement the salary slab of DCS operator is 1.08 to 1.25 P.A meaning their by Suraj Kumar (W.W-1) must be receiving salary not less than Rs. 9,000/- P.M in the year-2011 but he was given Rs. 7158.30Ps. and after deduction of P.F Rs. 747.00 he received Rs. 6611.00 and this amount is exclusive of V.D.A, F.A, interim relief, M.A, and H.R.A i.e the clear cut discrepancy in the salary slip given by the management against the salary slab shown in the advertisement besides its I.D.A and other allowance should be pay as per rules from time to time is also mentioned in the two advertisement Ext.-W/1 & W/1-1. Suraj Kumar (W.W-1) has proved the appointment letters of all the 37 workmen including him as Ext.-W/2 series of perusal of the appointment letters of all the 37 workmen. It appears that workman, Suraj Kumar, Vijendra Pratap Narayan Singh and one Mr. Kumar were appointed on the post of DCS operator they applied for the said post on the basis of advertisement published in the employment news edition 21-27.08.2010 (Ext.-W/1-1). As per advertisement their salary slab is from 1.08 to 1.25 Lacs P.A it shows their basic salary should be Rs. 9,000/- P.M at the time of appointment, moreover, as per advertisement in serial no.-7 shows besides basic pay candidates also be paid I.D.A at the applicable rates and other allowances and benefits will be admissible as per company rules from time to time. This tribunal further finds that workman Vikash Kumar, Keshav Kumar, Vijay Kumar Mishra, Mirinal Kumar Srivastava, Imran Khan are appointed to the post of Area Cane Supervisor their basic pay Rs. 3800/- P.M is shown in their respective appointment letters (Ext.-W/2 Series) however as per advertisement details salary slab is 1.08 to 1.25 Lacs P.A meaning there by initial basic should be Rs. 9000/- P.M besides I.D.A and other allowances

like H.R.A, M.A. Out of them Vikash Kumar filed his pay slips i.e(Ext.-W/3-1) of July, October, December of year-2018 in which only basic and VDA, Mob. Allowance and Bike Allowance are shown. He also filed pay slips of the month of January, April and July of 2019 where basic pay is shown as Rs. 12411/- and VDA Rs. 5649/- but he was not given the actual VDA as per notification regarding D.A filed by the workmen side is (Ext.-W/5).As per office memorandum regarding payment of D.A to the employee is,whose basic pay above Rs. 9500/- he should get minimum Rs. 28,234/- from 01.01.2018 i.e not paid to the workmen Vikash Kumar and others who are appointed on the same post as Area Cane Supervisor. This tribunal further finds that workmen Ritesh Kumar Jha, Saket Pandey, Rakesh Kumar Yadav, Kamleshwar Prasad and Brindaban Pramanick have been appointed to the post of Kamdar after getting selection in the examination from the said advertisement (Ext.-W/1-1). Their appointment letter (Ext.-W/2 series) shows that they have been given basic Rs. 3500/- at the time of joining however as per advertisement, basic pay should be given Rs. 8000/- P.M as per salary slab given in advertisement (Ext.-W/1-1).Their appointment letter also show with endorsement pay under revision salary will be enhanced after confirmation. This tribunal further finds that workmen namely Ashok Kumar Pawan Paswan, Rampriit Prajapati have been appointed to the post of electrician against the advertisement published in the employment news 21-27.10.2010 (Ext.-W/1-1) their basic salary is shown as Rs. 3800/- has shown appointment letter (Ext.-W/2 series) in which salary slab is shown 1.08 to 1.25 Lacs P.A meaning there by salary should be Rs. 9000/- P.M at time of joining but even after endorsement in appointment letters“pay under revision revised salary will be paid on confirmation of service” but it is not followed by the company i.e main demand of the workmen in their demand notice (Ext.-W/4). Workman Ashok Kumar Paswan has filed his pay slip of the month of March, April, May, June July, August of 2019 (Ext.-W/3-12) in which his basic salary is Rs. 12,411/-, VDA- Rs.5219/-.Pay slip shows that basic is enhanced to the initially given Rs. 3800/- at the time of issuing appointment letter but other allowances like HRA, M.A is not given to the workmen.Moreover as per the office memorandum regarding D.A (IDA) filed by the workmen (Ext.-W/5 series) in which office memorandum of dt- 03.01.2019 shows that whose basic is above Rs. 9500/- should be given minimum D.A Rs. 30,011/- from 01.01.2019 but this is not paid to the workmen who is appointed to the post of electrician. This tribunal further finds that workman Sujit Kumar Singh, Dhanraj Kumar and Naresh Kumar are appointed to the post of Lab. Attendant / Peon against the advertisement published in the edition of 21-27.10.2010 of the employment news (Ext.-W/1-1), their appointment letters show that they have been given initial basic Rs. 3500/- P.M with a endorsement basic pay is under revision, revised pay shall be given on confirmation but even after confirmation they did not get basic and D.A according to the advertisement that should be Rs. 9000/- P.M basic upon confirmation of the service besides this Lab. Attendant / Peon should be given HRA and M.A and D.A (IDA) as per the enhancement of D.A shown in the office memorandum filed by the workman as (Ext.- W/5). This tribunal further finds that workman namely Niraj Kumar and Pankaj Kumar Keshri have been appointed to the post of Weight Bridge Operator against the advertisement (Ext.-W/1-1).Their appointment letter show that they have given basic Rs. 3500/- P.M with endorsement pay under revision, revised salary shall be given on confirmation. As per advertisement their salary slab is 0.96 to 1.08 Lacs P.A meaning there by workman to the post of Weight Bridge Operator should be given Rs. 8000/- P.M basic upon confirmation besides basic, D.A (IDA) other allowance like HRA and M.A but they did not get D.A and other allowances. Workman Niraj Kumar and Pankaj Kumar Keshri have filed their pay slip too. Pay slip for the month of August-2019 filed by Pankaj Kumar Keshri (Ext.-W/3-18) shows he received basic Rs. 11990/-, VDA Rs.- 5649.50 and F.A 177.00. As per pay slip basic salary has been enhanced to the initial posting that was Rs. 3500/- but VDA is not given as per office memorandum filed by the workmen side (Ext.-W/5) that is issued on 19.01.2019 as per that office memorandum the employee whose basic pay is above the Rs. 9500/- should be given minimum D.A Rs. 30,011/- the same figure is shown in the pay slip of Niraj Kumar that is Ext.- W/3-19. This tribunal further finds that workman namely Niraj Kumar and Sonu Kumar Paswan have been appointed on the post of Welders who have been given basic Rs. 3650 P.M as per their appointmentletters (Ext.-W/2 series) but as per the advertisement (Ext.-W/1-1) their salary slab is 1.08 to 1.25 Lacs P.A meaning there by they should get Rs. 9000/- P.M basic upon confirmation besides basic workman to the post of Welders should also get VDA (IDA), HRA and M.A and F.A that was initially given by the company to the workmen but these workmen also did not get D.A according to the enhanced basic i.e shown in the office memorandum documents filed by the workman as (Ext.-W/5). Niraj Tiwary have filed his pay slip of the month of March, April, May, June, July, August of the year-2019 as (Ext.-W/3-8) pay slip of August-2019 shows he received, basic Rs. 12,228/- VDA Rs. 6549 and F.A Rs. 42.58, salary slip also shows his basic salary has been enhanced from the initial posting but the VDA i.e (IDA) is not given according to the office memorandum issue by the Govt. of India, Department of Ministry of Heavy Industries & Public Enterprises, Department of Public Enterprises from time to time i.e (Ext.-W/5). This is the discrepancy in the salary of the workmen as of the details above. This tribunal further finds that workmen namely Navin Kumar Mishra, Satyendra Pd. Kushwaha, Ramesh Kumar Singh and Chandan Kumar have been appointed to the post of financial clerk, purchase clerk W.H / Clerk respectively and they have been given Rs. 3650/- basic P.M as per appointment letters (Ext.-W/2 Series) however, as per the advertisement their salary slab is 1.14 to 1.25 Lacs P.A meaning there by they should get Rs. 9500/- P.M basic after the probation with increment of each year and D.A (IDA) to the enhanced basic till date and they should also get M.A, HRA too but company did not provide revised pay and other allowances as per letter of demand filed by the workman side i.e (Ext.-W/4). This tribunal further finds that workman Amit Kumar Tiwari has been appointed to the post of Instrumentation Mechanic whose basic salary Rs. 3800/- basic salary is shown in his appointment letter (Ext.-W/2 Series) however, as per advertisement the salary slab of Instrumentation

Mechanic is 1.05 to 1.25 Lacs P.A but he was also not received the revised VDA and HRA, M.A like other workmen. This tribunal further finds that workman namely Shiv Prasad Mohanty and Chandra Kishore Baitha has been appointed to the post of fitters whose basic salary was shown Rs. 3650/- in the their appointment letters (Ext.- W/2 Series) but as per advertisement their salary slab is 1.08 1.25 Lacs P.A but they also did not get revised VDA against revised basic and other allowance like M.A and HRA. This tribunal further find that workman Chandra Kishore Baitha filed his pay slip of the month of March to August-2019 (Ext.- W/3-15) pay slip of August-2019 shows that he received basic salary Rs. 12,228/- VDA- Rs. 5649.15 and F.A 55.00. This salary slip shows that his basic is enhanced to the initial basic salary of the year-2011 but he did not get the proportionate VDA(IDA) as per office memorandum regarding D.A filed by the workman as (Ext.- W/5). This tribunal further finds that workman Dipu Kumar Srivastava and Sunil Kumar have been appointed to the post of Attendant (Motor / Tube Well Attendant) and they have given basic Rs. 3500/- P.M in their appointment letter (Ext.-W/2 series) with an endorsement pay under revision, revised salary will be paid upon confirmation. As per advertisement (Ext.-W/1-1) their salary slab is from 1.08 to 1.25 Lacs, per annum meaning there-by they should get Rs. 9000/- basic upon confirmation of the services besides it, they should get proportionate D.A (IDA) to the enhanced basic till date and they should also get M.A and HRA but company did not provide salary accordingly. Workman Sunil Kumar have filed pay slip of the month of March, August of year-2019 (Ext.-W/3-16) his pay slip August-2019 shows he received Rs. 11,990/- VDA Rs. 5649.15, and FA Rs. 131.32. Pay slip also shows that he received enhanced basic to the initial basic of the 2011 but he did not get M.A, HRA and D.A according to the office memorandum issued by department of Public Enterprises, Govt. of India letter dt- 03.01.2019 (Ext.- W/5 series) according to the that memorandum the employee whose basic is above Rs. 9500/- should get minimum Rs. 3,00,11/- as D.A (IDA). This tribunal further finds that workman namely Rajesh Baitha and Neeraj Kumar Ray have been appointed to the post of Bagasse Carrier Attendant (Feed Pump Attendant) they have given Rs. 3500/- basic through their appointment letters (Ext.-W/2 Series). Workman Rajesh Baitha have filed his pay slip of the month of March to August-2019 (Ext.- W/3-13) as per pay slip of August 2019 he received Rs. 11990/- basic and VDA Rs. 5649.15 and FA Rs. 177.00 certainly his basic has been enhanced from his basic salary at the time of appointment but he did not received proportionate D.A (VDA) as per office memorandum of dt- 03.01.2019 (Ext. W/5 Series) and company also did not give MA and HRA as per letters of demand (Ext.- W/4) this tribunal further finds that one workman namely Sharan Piyush has been appointed to the post of Ware House Staff / Helpers and he has given Rs. 3500/- basic through his appointment letters (Ext.-W/2 Series) as per advertisement the salary slab of Ware House Staff / Helpers is 1,05 to 1.25 Lacs P.A but this workman also did not get the enhanced VDA after confirmation to the enhanced basic and also did not get MA and HRA. This tribunal further finds that workman Suraj Kumar W.W-1 have proved the arrear chart regarding his basic as per advertisement and regarding accrued VDA as per office memorandum issued of Govt. of India from time to time department of Public Enterprises (Ext.-W/5) this arrear chart of all the 37 workmen from the year January-2011 to July 2019 of each workmen showing already drawn salary including basic, VDA, F.A, M.A and I.R till the months of December-2012 only i.e Ext.-W/6 to W/6-36 Series). There is no cross examination of this accrued arrear chart furnished by the workman Suraj Kumar for all the workmen (Ext.- W/6 to W/6-36 Series) by the management side and there is no cross-examination to the office notification issued by Govt. of India Department of Public Enterprises regarding D.A (IDA) (Ext.-W/5 Series) from time to time by the management side. This tribunal further finds that workmen Vivek Kumar (W.W-2) who was appointed as DCS Operator also supported the claim of all the 37 workmen regarding not paying the proportionate VDA (IDA) and other allowances, HRA in examination-in-chief he also stated that as per advertisement (Ext.-W/1-1) salary slab was 1.08 to 1.25 Lacs P.A but he was given Rs. 3500/- Basic at the time of issuance appointment letter however, it should be Rs. 9000/- P.M Basic. This witness also supported that the company has issued appointment letters with an endorsement pay under revision and that will revised after confirmation. He also supported the version of Suraj Kumar (W.W-1) regarding the letter of demand (Ext.-W/4) salary and allowance not given by the management. This witness also proved the applications filed by all the 37 workmen putting their signature to CEO, HPCL in the year 2016, 2017 and 2018 regarding giving proportionate IDA and other allowances i.e marked Ext.- W/8 to W/8-1, and W/8-2 respectively. In cross-examination this witness categorically stated that their grievances isrelated to the salary and IDA besides the allowances like HRA and M.A. This witness also admitted in cross-examination salary enhanced but it is not enhanced to the actual proportion that ought to be given by the management. This witness has been cross-examined at length but management side failed to discard his testimony regarding the dispute as raised by the workmen in their letter of demand.

16. This tribunal further finds that M.W-1 stated that the salary of non management, workmen are as per direction of the Sugar Wage Board and other allowances is also fixed by notification of Sugar Wage Board but in the advertisement Ext.-W/1 & W/1-1 this is no where mentioned that salary slab of workmen shall be governed with the notification of Sugar Wage Board. Moreover, appointment letters issued to the workmen i.e Ext.-W/2 also does not show the salary and allowances shall be given as per the notification of Sugar Wages Board are appointment letter is issued by HPCL Biofuels showing a wholly owned subsidiary company of HPCL and this is also admitted by the M.W-1 in para-31 of the cross-examination and M.W-1 also admits that HPCL is the controlling company of HBL. Document Ext.-M/1 of the management shows the financial report of HPCL Biofuels of the year 2019-20 and 2020-21. This documents simply financials report as issued of director to share holders i.e not related to the letter of demand of the workmen for which the reference is sent to this tribunal, moreover, this documents also does not show

the name of HPCL Biofuels Ltd. Ext.-M/2 the process follow diagram of HPCL Lauraya units i.e not related to the dispute raised by the workmen by way of letter of demand (Ext.- W/4). Ext.-M/3 is the GPA unnamed policy schedule showing insured's name has HPCL Biofuels Ltd. for the coverage of 1050 employees i.e the effective from 15.01.2022 to 14.01.2023 this documents has no meaning to this reference because this reference case is of the year 2019 and dispute raised by the workmen on 23.10.2018 (Ext.-W/4) for not getting proportionate basic and allowances as per advertisement. Ext.-M/4 is the letter dt-20.04.2016 issued by CEO of HPCL Biofuels Ltd and the same is sent to Secretary, Ministry of Petroleum Natural Gas regarding complaint of the with workmen in which it is mentioned the CEO has already apprised to the permanent employees of their complaint dt- 25.09.2015 vide reply letter dt- 19.01.2016 and it is also mentioned salary structure of permanent employee is paid according to the Sugar Wage Board notification but copy of the reply of 19.01.2016 is not produced by the management sides so this documents is not complete documents i.e wanted to be shown by the management side. Management has filed HR Policy of HPCL Biofuels Ltd has Ext.-M/5 but this documents does not show when this HR policy came into force i.e also admitted by M.W-2 in para-33 of the cross-examination. This tribunal further find that M.W-1 deposed of the workmen are native of the places where the company is situated they have own house and accommodation so do not require any HRA. This is very absurd evidence given by M.W-1 because company or any institution gives employment to the workmen through proper advertisement followed by written examination, interview and medical that was not exclusively for the local residents moreover, HRA is right of permanent employee but the reason has shown by M.W-1 for not requirement HRA has not acceptable at all. This tribunal further finds that M.W-3 has prove the appointment letter of Suraj Kumar the workman (W.W-1) issued on 31.12.2010 as Ext.-M/6 and he also filed order of the Hon'ble High Court Madras of dt- 28.02.2011 has Ext.-M/7 but this witness does not disclosed what is the relevance of this order to this reference case. This witness categorically stated in para-25 of the cross-examination the appointment letter of Suraj Kumar Ext.-M/6 is issued according to the salary description of advertisement but on scrutinizing the salary description has shown in advertisement Ext.-W/1 & W/1-1 it is not mentioned in the appointment letter (Ext.- W/2).

17. On the scrutinizing all the facts as placed by the rival parties and as well as their argument, this tribunal finds that management side has stressed that the workmen claims is not is an Industrial Dispute because on which basis they are claiming their pay fixation and other allowances (Advertisement Ext.-W/1 & W/1-1) because at the time of advertisement the company was not in existence but this contention is not at all acceptable because the basis of this reference is the letter of demand (Ext.-W/4) however, workmen whose issues are involved as discussed above are definitionally got their appointment on different posts after applying on different posts vide the two published advertisement where it is clearly mentioned that the HPCL Biofuels Ltd. invited the applications for different posts as the commercial production of the company is scheduled from November 2010. This tribunal further finds that management also stressed when the company issued appointment letters (Ext.-W/2 Series) to the workmen mentioning all the terms and conditions and when they accepted the appointment letters, so their grievances of revised pay and allowances does not stand on the basis of two advertisement. This plea of management side is also not acceptable because in appointment letters (Ext.-W/2 Series) basic salary is shown lesser to the salary slab given in the advertisement but at the same time it is mentioned in the appointment letters pay is under revision, revised shall be paid on confirmation. This is the clear cut indication that when the workmen will be confirmed they will get revised pay that includes basic pay, D.A (IDA), HRA, M.A and fixed allowance (FA) that is Misc. allowances applicable to the posts but management side did not pay attention to the grievances raised by the workmen from time to time for their revised pay, IDA and other allowances. This tribunal further finds that management side stressed on this point that HPCL Biofuels Ltd. obviously a wholly owned company but the payment of salary of all categories of employees is governed with the sugar wage board but it is neither mentioned in the details of two advertisement (Ext.-W/1 & W/1-1) on which basis the workmen applied on the different posts taking into notice of the salary slabs given in the two advertisement nor it is shown in the appointment letters of the workmen (Ext.-W/2 Series). Moreover, this is the clear fact that the two sick sugar units of Lauraya and Sugauli was taken by HPCL for the commercial production of Ethanol integrated sugar and power generation and it is incorporated HPCL Biofuels Ltd. the sister concern of HPCL i.e duly admitted by the management witness in their evidence and also admits HPCL Biofuels Ltd. does not come under sugar industry. This tribunal finds and hold that management side did not come up with clean hands while advertised the different posts (Ext.-W/1 & W/1-1) and they never apprised the workmen in the appointment letters too. This tribunal further finds that management side also stressed on this point that the dispute of the workmen is of 2011 when they got appointment but they raised their dispute for the first time before the ALC (C) Pakur on 23.10.2018 (Ext.-W/4) i.e stale claim but this tribunal also does not accept this plea of the management because workmen side right from very beginning raised their issues before CEO of the management company after completion of probation period i.e evident from the complaint / representation petition filed in the year-2014, 2015 and 2016 that is evident from Ext.- W/1, W/8-1, W/8-2. Moreover, workmen raised their grievance before the Hon'ble Court but it was advised to take back to exhaust their issues in the appropriate forum then workmen raised their issues before the ALC (C) Pakur through demand letter dt-23.10.2018 (Ext.-W/4). So their dispute is not stale claim, it does not come under the purview of stale claim. This tribunal also finds that it is mentioned in the written statement by the management side due to inadvertence and typographical error words CTC was inserted in the salary slab column of the advertisement but management side failed to bring any authentic and concrete evidence before this tribunal that

any corrigendum or any notice was ever issued in this regards. So this is a kind of sweeping plea taken by the management just to save itself. This tribunal further finds that the salary slip of workmen Suraj Kumar (W.W-1) and Vivek Kumar (W.W-2) of the year 2011 clearly show that they were getting basic not at per advertisements salary slabs but they received VDA, MA, HRA and FA. The salary slip issued by the management company was definitely is not in consonance of salary slab given in advertisement but it also indicates that they were getting VDA in place of IDA that was mentioned in the advertisement besides HRA, M.A and F.A but their salary slip of the year 2022 shows that both the workmen received only basic pay, VDA, and FA this is also variable without disclosing as the details of F.A vide Ext.-W/7-2 & W/7-3. Here company ought to pay to the workmen VDA (IDA) proportionately to the revised basic as per notification of Govt. of India regarding D.A (Ext.-W/5) and M.A, HRA and F.A too proportionately to the revised basic but management company, why did not give the proportionate IDA, and M.A, HRA and F.A is never discussed to the workmen and no authentic concrete evidence brought by the management in this regards before this tribunal too. This tribunal further finds that workmen side has filed the notification regarding the D.A issue by Central Govt. for public enterprises (Ext.-W/5) from time to time in which they have given the office memorandum of d- 07.01.2014 in which D.A the basic salary up to Rs. 3500/- is minimum Rs. 8790/- and basic above Rs. 9500/- the D.A is minimum Rs. 22,791/- like wise office notification d- 04.07.2017 shows that D.A is Rs. 10,432/- whose basic pay up to Rs. 3500/- and D.A Rs. 27056/- to the basic pay above Rs. 9500/-. They have also filed a office memorandum of department of public enterprises regarding D.A of d- 04.07.2019 where D.A is set minimum Rs. 12034/- to the basic pay up to Rs. 3500/- and D.A Rs. 31,208/- for basic pay above Rs. 9500/-. This document Ext.-W/5 is issued from the Government of India, Ministry of Heavy Industries / Public Enterprises but as per the notification the workmen never received (I.D.A) that ought to be given by the company in respect of their basic pay and this is the demand of the workmen i.e justified. This tribunal further finds and hold that after careful scrutiny of all the documents placed by the workmen side and management side as well, management did not make payment to the workmen according to salary slab mentioned in the advertisement after the confirmation of the services of the workmen and management also did not gave actual VDA in place of IDA to their proportionate basic and HRA, M.A, and F.A (Misc. allowance) applicable to the posts that was given initially by the management company but later on management withdrew the allowances like HRA and M.A i.e the right of the every workmen discharging duties in the management company.

18. Thus on scrutinizing of the facts and materials available on the record as discussed above, this tribunal finds and hold that workmen side has successfully established their claim as per letter of demand (Ext.-W/4) and thus workmen are entitled for revised basic pay as per salary slabs given in the advertisement on which basis they have been appointed by the company beside this all the 37 workmen whose details as given in para-14 are also entitled revised basic pay, as per terms of advertisement, VDA (IDA) proportionately to their basic pay as per (Ext.-W/5) the notification issued by the Govt. of India from time to time for the employees working in public enterprises in the different basic slabs grade. Workmen are also entitled to proportionate HRA, to their basic pay and M.A and F.A (Misc. allowance) too. Moreover, workmen are also entitled the benefits of E.S.I as they are permanent employees of HPCL Biofuels Ltd., the sister concern of HPCL, a public enterprises company has they are getting salary in each month of a calendar year. So it can't be said, the workmen are seasonal employee. Thus on the basis of above findings it is the considered opinion of this tribunal that the demand letter dt-23.10.2018 (Ext.-W/4) given by the workmen Suraj Kumar & 36 others (named above in para-14) of HPCL Biofuels Ltd. about their pay revision and payment of different allowance are proper, legal and justified. Accordingly management company is directed to scrutinize the chart of accrued arrears of pay and allowances given by the workmen through Ext.-W/6 Series, taking into notice of issued pay slips to the workmen of different salary slabs (Ext.-W/3 Series) and notification of Govt. of India, Ministry of Heavy Industries and Public Enterprises regarding D.A (IDA) Ext.-W/5 and make payment accordingly to each workmen to his entitlement from their confirmation dates as per above findings of this tribunal within three month's from the of publication of this award. This award is effected after date of publication in gazette.

This is my award accordingly.

Dictated & Corrected by me.

MANOJ SHANKAR, Presiding Officer